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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.
OCTOBER THEM, 1919.

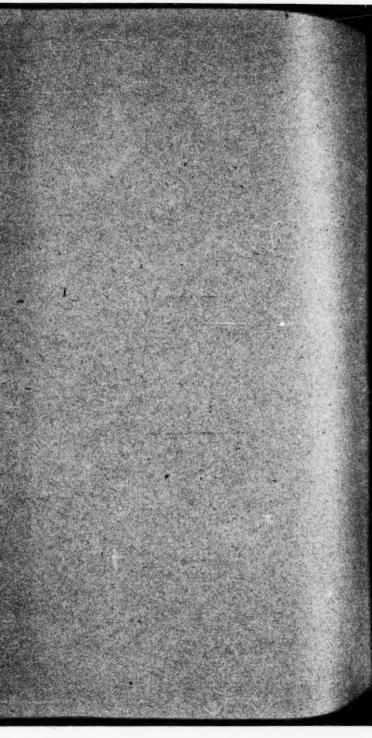
No. 567.

THE UNITED STATES OF AMERICA, PLAINTIFF IN ERROR,

A. SCHRADER'S SON (INC.).

N MAGE TO THE DISTRICT COURT OF THE UNITED STATES FOR THE NORHERN DISTRICT OF OHIO.

FILED OCTORES 16, 1918.



SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1919.

No. 567.

THE UNITED STATES OF AMERICA, PLAINTIFF IN ERROR,

VS.

A. SCHRADER'S SON (INC.).

IN ERROR TO THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO.

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THE UNITED STATES OF AMERICA,
Northern District of Ohio, ss:

At a stated term of the District Court of the United States, within all for the Northern District of Ohio, begun and held at the city of leveland, in said district, on the first Tuesday in April, being the ist day of said month, in the year of our Lord one thousand nine modred and nineteen, and of the independence of the United States of America the one hundred and forty-third.

Present: Honorable D. C. Westenhaver, U. S. district judge.

Among the proceedings then and there had were the following, wit:

THE UNITED STATES OF AMERICA
vs.
A. Schrader's Son, Inc.

Be it remembered that heretofore, to wit, on the 19th day of June, 1. D. 1918, came a grand jury of the United States, to wit, W. G. Hexander, David Arnold, Benjamin F. Ayers, John Cutter, H. H. Barling, William E. Diehm, Matt Dluznski, H. M. Doolittle, Joseph Dur, Henry A. Gerrow, U. R. Henry, William G. Hornsby, Otto C. Jurens, Daniel D. Kirby, Geo. V. Kline, Max Kramer, Henry Mackenie, Peter Mongert, Calvin J. Kiksell, Robert T. Morrison, H. P. Phisley, Harry C. Rowe, and W. H. Worst, which said grand jury reumed an indictment, endorsed "A true bill. W. H. Worst, foreman of grand jury," which indictment is in the words and figures following to wit:

(Indictment filed June 19, 1918.)

In the District Court of the United States for the Northern District of Ohio—Eastern Division.

April Term, 1918. No. 4037.

Indictment.

The grand jurors of the United States of America, duly impaneled, sworn, and charged to inquire in and for the Northern District of Ohio, and so inquiring, upon their oaths, do find and present as follows:

A. Schrader's Son, Inc. (the defendant), is a corporation under the laws of the State of New York. Its principal offices and factory are at Brooklyn, New York. It is there engaged in manufacturing, under letters patent of the United States, the following products, namely, valves and valve parts, pneumatic pressure gauges, and various other accessories, all for use in connection with pneumatic tires on automobiles and other vehicles. It regularly sells and ships large

quantities of such products to tire manufacturers and to jobbers is the Northern District of Ohio, and throughout the United State These tire manufacturers and jobbers resell and reship large quantities of these products to (a) jobbers and vehicle manufacturers, (b) retail dealers, and (c) the consuming public, both within and without the respective States in which the products are shipped, as aforesaid by the defendant. The above-described sales and resales, shipment and reshipments of the products of the defendant constitute trade and commerce among the several States of the United States.

Within the three years immediately preceding this indictment, in the said Northern District of Ohio and throughout the United States, the defendant knowingly and unlawfully engaged, in the manner hereinafter described, in a combination with the said tire manufac-

turers and jobbers to whom it sold and shipped its products, in restraint of the above-described trade and commerce among the several States in such products, in violation of the act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies"; that is to say:

The defendant executed, and caused all the said tire manufacturers and jobbers to whom it sold its said products to execute with it, uniform contracts concerning resales of such products. manufacturer and jobber was informed by defendant, and well knew when executing such contracts that identical contracts were executed and adhered to by the other manufacturers and jobbers. tracts purported to contain a grant of a "license" from the defendant to resell its said products at prices fixed by it to (a) jobbers and vehicle manufacturers similarly "licensed." (b) retail dealers, and (c) the consuming public. The contracts provided that the products should not be resold at prices other than those fixed by the defendant. The provisions of the contracts were as set forth in Exhibits A, B, C, and D, respectively, hereto annexed. The names of the contracting tire manufacturers were inserted as indicated in Exhibits A and The names of the contracting jobbers were inserted as indicated in Exhibits C and D.

In connection with the aforesaid contracts the defendant furnished to the tire manufacturers and jobbers who entered into such contracts lists, as shown in Exhibits A, B, C, and D, of uniform prices which it fixed for resales of its said products to (a) jobbers and vehicle manufacturers, (b) retail dealers, and (c) the consuming public, respectively.

The defendant uniformly refused to sell and ship its products to tire manufacturers and jobbers who did not enter into such contracts and adhere to the uniform resale prices fixed and listed by defendant as aforesaid.

By reason of the foregoing, tire manufacturers and jobbers in the Northern District of Ohio and throughout the United States uniformly resold the defendant's products at uniform prices fixed by the defendant and uniformly refused to resell such products

lower prices. Thus competition amongst the said tire manufacers and jobbers in the resale of such products in the above-described merce among the States was suppressed and the prices of such ducts to the retail dealers and to the consuming public in the othern District of Ohio and throughout the United States were intained and enhanced.

and so the grand jurors, upon their oaths, do say that A. Schrader's (Inc.), within the period of three years immediately proceding return of this indictment, in the Northern District of Ohio, in the namer aforesaid, unlawfully engaged in a combination in restraint trade and commerce among the several States, against the peace of dignity of the United States and contrary to the statute in such see made and provided.

F. B. KAVANAGH, Asst. United States Attorney.

June 19, 1918.

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Endorsement: No. 4037. District Court of the United States for the Eastern Division of the Northern District of Ohio. The United States v. A. Schrader's Son (Inc.), indictment for violation of the Seman Act. A true bill. W. H. Worst, foreman of grand jury. I.B. Kavanagh, Asst. U. S. district attorney. Filed. B. C. Miller, clerk, U. S. District Court, N. D. O.

of Brooklyn, New York, (hereinafter called the SCHRADER'S SON, INCORPORATED, between A. SCHR. ie "Licensor") and hereinafter called the greement

evehicles, each of which requires an Inflation Valve to fit it for use, and desires to assure itself that it will be able to obtain a sufficient supply of SCHRADER UNIVERSAL Valves and Valve Parts to equip its product for the season ending August 31, 1918, and to obtain such Valves and Valve Parts at a uniform price throughout the season and with reasonable promptness as they are required, and is unable to fix with definiteness the number of such Valves and Valve Parts to be required by it in its said business, used to approximate such number, except upon the basis of the number of such Valves and Valve Parts used by it in the past. Ifficreus the Licensee is a manufacturer of pneumatic tires and tubes for automobiles and other

Parts is unable to agree to furnish said Licensee with all of the SCHRADER UNIVERSAL Valves and Valve Parts which the Licensee may use throughout such season at a fixed price and with reasonable percomptness when the same are ordered, except by preparing for such manufacture by advance purchases of material and maintaining a large stock on hand, all on the basis of the Licensee's And Inhereus the Licensor as a manufacturer of SCHRADER UNIVERSAL Valves and Valve requirements in past seasons. And Mirreas the Valves and Valve Parts manufactured by the Licensor are manufactured under one or more United States Letters Patent, among which are patents bearing the following da 'es:

Nom Therefore, in consideration of the premises and the mutual covenants hereinafter contained, sand the Licensee is desirous of obtaining certain rights under said Letters Patent as herein set forth.

the parties have agreed as follows:

First. The Licensee agrees to buy from the Licensor as many SCHRADER UNIVERSAL Valves complete as shall equal the total number of tires or tire tubes which shall be manufactured by the Licensor agrees to manufacture SCHRADER UNIVERSAL Valves and maintain a suitable stock thereof and agrees to manufacture SCHRADER UNIVERSAL Valves and maintain a suitable stock thereof and deliver the same in similar proportion upon the order of the Licensee and with reasonable promptness. Provided, however, that in the event of war, fire, flood, strike, lockout, accident, or other cause beyond the control of the Licensor interfering with the production or transportation of the goods herein described, sor the supply of any material from which the said articles are manufactured, or in the event of shortage of such material, or delays in procuring the delivery of such material, then deliveries under this contract (and particularly Paragraphs First and Fourth) may, at the option of the Licensor, be suspended during the apricularly Paragraphs First and Fourth) may, at the option of such suspension.

The Licensee agrees to advise the Licensor as far ahead as possible of its probable requirements, in order that the Licensor may be assisted in keeping a proper stock on hand.

The term "Valve complete" as used herein shall mean a Valve Shell or "Male", working parts or "Insides", a Valve Cap and whatever Washers, Spreaders, Dust Caps, Nuts or other metal fittings are used to fasten the Valve to the tube or tire and to the tire casing and to the rim, and to protect the Valve.

Parts so sold shall be those named in the annexed price-list under "Licensed Tire Mfr.", and that said prices shall remain uniform during such season. The obligations of the Licensor expressed in paragraph First are conditioned upon the payment of said prices by the Licensee and upon the faithful performance by the Licensee of its obligations herein set forth.

Chirh. The Licensor hereby grants unto the Licensee the right, license and liberty under said patents of using said SCHRADER UNIVERSAL Valves and Valve Parts in the manufacture and sale of the tires and tubes made by the Licensee in accordance with and subject to the limitations and terms hereof, said license to continue until the termination or expiration of this agreement.

Fourth. It being understood that certain of the said SCHRADER UNIVERSAL Valves and Valve Nalves already attached to tires, said Licensor grants unto the Licensee the right, license and liberty under said patents (revokable by the Licensor grants unto the Licensee the right, license and liberty under said patents (revokable by the Licensor at will) of distributing said Valves and Valve Parts for such purposes to certain Jobbers (hereinafter called "Licensed Jobbers") and certain Manufacturers of automobiles, motorcycles and bicycles (hereinafter called "Licensed Vehicle Manufacturers") which whave been licensed by the Licensor to sell said Valves and Valve Parts, and of selling said Valves and Valve Parts to benafide Dealers and Consumers in accordance with the terms hereof, said license (unless revoked) to continue until the termination or expiration of this agreement. For the purposes of paragraph the Licensor agrees to supply to the Licensee such SCHRADER UNIVERSAL Valves and Valve Parts as are normally distributed and sold by the Licensee in the course of its business of measonable quantities and at usual times, and shall be used by the Licensee only for the purposes of such distribution or sale during the present season.

The Licensed Vehicle Manufacturers and shall notify said Licensee of the cancellation of the additional licensee Agreement of any Licensee from time to time complete lists of said Licensed Jobbers and said Licensee Agreement of any Licensee and shall notify said Licensee to be bound by said lists in its distribution of Licenseers at the same time. The Licensee agrees to be bound by said lists in its distribution of Licenseers at the same time. The Licensee agrees to be bound by said libits in its distribution of Licenseers.

Valves and Valve Parts are licensed SCHRADER UNIVERSAL sdistribution as follows

1. For use by the Licensee in the original manufacture of tires and tubes made by the Licensee. When such Valves and Valve Parts have become a part of such tires and tubes the Licensee shall have the right to vend the same in connection with said tires and tubes, without restriction as to the prices at which said tires and tubes are sold.

2. For distribution to the Licensor's Licensed Jobbers and Licensed Vehicle Manufacturers at prices not lower than the "Licensed Jobber's" prices set forth in the annexed price-list.

3. For sale to Dealers at prices which are not lower than the "Dealer's" prices set forth in the

annexed price-list.

4. For sale to Consumers at prices which are not lower than the "Consumer's" prices set sain the annexed price-list.

The Licensee is not licensed hereunder to sell to any Manufacturer, Jobber, Dealer or person who shall be named by the Licensor as one to whom the Licensor itself will supply exclusively its said patented valves.

State. The Licensee is not licensed to distribute, sell or dispose of SCHRADER UNIVERSAL surves and Valve Parts to other persons or concerns or on other terms than those which are above expressly defined. No SCHRADER UNIVERSAL Valve or Valve Part is licensed for use for any other purpose than in connection with pneumatic tires or tubes, and then only in the normal and usual manner; and no SCHRADER UNIVERSAL Valve Part is licensed for use except in connection with other by the Parts of the Parts and undiactured by the Licensor, and no SCHRADER UNIVERSAL Valve or so Valve Parts of the Parts of the Day the same or parts thereof from others than the Licensor.

It is understood and agreed that the same or parts thereof from others than the Licensor.

It is understood and agreed that the same or parts thereof from others than the Licensor.

It is understood and agreed that the soling prices in the annexed price-list to be charged by the Licensee are absolutely net, except in so far as they are modified by the particular cash discounts proposed by the Licensee are absolutely net, except in so far as they are modified by the particular cash discounts proposed by the Licensee and Valve Farts shall be made on any terms more favorable to the customer, and no other discount or rebate, either general or special, or in any form whatsoever, shall be granted. If the Licensee shall grant to any of its branches, agents, or customers, any discount or rebate upon sales of its goods (whether upon quantity, sales or otherwise), or pay any supremium in any form on such sales, it is agreed that the said SCHRADER UNIVERSAL Valves and Valve Parts to any person or concern within the United States for export outside of the United States, or to sell or distribute said patented SCHRADER UNIVERSAL Valves and valve Parts to any person or concern within the United States for export outside of the United States, it being the intent hereof that the sale and use of such patented any of said patented agreement authorizating such sale or use in oth

Provided, that the Licensee shall have the right to export tires and tubes of its own manufacture, to having not more than one of said SCHRADER UNIVERSAL Valves attached thereto in position for inflating it.

As a ROYALTY under said Letters Patent the Licensee shall pay to the Licensor the Brurnth. following

of the Licensee's tires and tubes four per cent. (4%) of the "Licensee in the manu-facture of the Licensee's tires and tubes four per cent. (4%) of the "Licensed Jobber's" prices set forth in the annexed price-list.

2. On all SCHRADER UNIVERSAL Valves and Valve Parts distributed by the Licensee to Licensed Jobbers and Licensed Vehicle Manufacturers four per cent. (4%) of the gross prices actually charged by the Licensee to Licensed Jobbers and said Licensed Vehicle Manufacturers.

3. On all SCHRADER UNIVERSAL Valves and Valve Parts sold by the Licensee to Dealers six per cent. (6%) of the Licensee's actual gross selling prices.

4. On all SCHRADER UNIVERSAL Valves and Valve Parts sold by the Licensee to Consumers six per cent. (6%) of the Licensee's actual gross selling prices.

Eighth. The Licensee agrees to keep full, true and correct accounts showing the number of number of SCHRADER UNIVERSAL Valves and Valve Parts used under sub-section 1 of paragraph Fifth, the number of SCHRADER UNIVERSAL Valves and Valve Parts distributed under sub-section 2, and the number of SCHRADER UNIVERSAL Valves and Valve Parts sold respectively under sub-sections 3 and 4. Said accounts shall also show the names and addresses of all Licensed Jobbers and Licensed Vehicle Manufacturers and customers (excepting Consumers) who have received or purchased the said Valve Parts so distributed or sold to each Licensed Jobber and Licensed Vehicle Manufacturer or customer, the date of each distribution or sale, and the respective prices at which said SCHRADER UNIVERSAL Valves and Valve Parts have been distributed or sold. Such accounts, together with any other records, including any stocks of such SCHRADER UNIVERSAL Valves and Valve Parts in the possession of the Licensee, shall be open to the inspection of the Licensor or its duly authorized of the Licensee, shall be reasonable business hours agent during

March, June and September respectively) the Licensee shall submit a statement in writing (certified to by one of its principals) showing respectively the total amounts of SCHRADER UNIVERSAL Valves Licensed Jobser's 'n used by the Licensee under sub-section 1, of paragraph Fifth, calculated at the "Licensed Jobber's" prices; (2) distributed under sub-section 2; (3) sold under sub-section 3; and (4) sold under sub-section 4, during the preceding quarter. Royalties shall be due and payable when said statements are due and shall be subject to the same terms for cash as shown in the annexed price-list. Acceptance by the Licensor of any payments by the Licensee pursuant to any statement rendered statements in said statement.

the execution of this agreement) of accounting to the Licensor for royalties in the following manner, in lieu of that set forth in paragraphs Eighth winth, viz. The Licensee shall keep itemized us accounts as set forth in paragraph Eighth which, together with other records and stock, shall be open to inspection by the Licensor and Valve Parts furnished by the Licensor shall be topen and SCHRADER UNIVERSAL Valves and Valve Parts furnished by the Licensor shall be epep, and shall keep an accurate account of all such SCHRADER UNIVERSAL Valves and Valve Parts then from said stockroom and placed in course of utilization, distribution or sale by the Licensor within so to by one of its principals) showing the total amount of SCHRADER UNIVERSAL Valves and Valve Parts so taken from said stockroom and put in course of utilization, distribution and sale during such quarter, and showing also such amounts of such SCHRADER UNIVERSAL Valves and Valve Parts so taken from said stockroom and put in course of utilization, distribution and sale during such quarter, and showing also such amounts of such SCHRADER UNIVERSAL Valves and Valve Parts so taken from said stockroom and put in course of utilization, distribution and sale during such quarter. And the Licensee shall such so the Licensee stall such so sold to Dealers and Consumers respectively during such quarter. And the Licensee also such accounts of utilization, distribution and sale, such value to be computed on the basis of the "License a sume equal to two per cent. (2%) of the selling prices of the goods so sold to Dealers and Consumers. Royaltees shall be due and payable when said statements are use and sall relieve from from the payment of royalties on all said SCHRADER UNIVERSAL Valves and Valve Parts which it uses, redistributes or sells.

days after the end of each quarter hereunder a statement in writing (certified to by one of its principals) showing each sale, disposal, or distribution of said SCHRADER UNIVERSAL Valves and Valve Parts, the date thereof, the name and address of the Licensed Jobber, Licensed Vehicle Manufacturer or other customer (excepting Consumers) to whom such sale, disposal, or distribution was made, the number and kind of each SCHRADER UNIVERSAL Valve or Valve Part so sold, disposed of, or distributed, and the price received by the Licensee for each such Valve or Valve Part sold, to the end that the Licensor shall receive full information regarding the sale, distribution or disposal of each of said SCHRADER UNIVERSAL Valves Parts.

Curlify. It is agreed that no action by the Licensee in the distribution of said SCHRADER UNIVERSAL Valves and Valve Parts to said Licensed Jobbers and said Licensed Vehicle Manufacturers shall avoid or diminish the right of the Licensor to collect from said Licensed Jobbers and said Licensed Vehicle Manufacturers the royalty reserved by the Licensor on goods so distributed by the Licensee to said Licensed Jobbers and said Licensed Vehicle Manufacturers and sold by them, said royalty being two per cent. (2%) of the price at which said Licensed Jobbers and said Licensed Vehicle Manufacturers shall sell such Valves and Valve Parts.

Untrievally. The Licensor, as a part of the consideration for this agreement, further agrees to furnish to the Licensee during the continuance hereof, free of charge, as many ferrules of the sizes now being furnished as the Licensee may require to fasten said patented SCHRADER UNIVERSAL Valves into cots or tires, the total amount so furnished not to exceed one ferrule for every cot Valve bought.

Funtreuth. The Licensee agrees that in printing all price-lists for distribution to Jobbers, Manufacturers of automobiles, motorcycles and bicycles, or Dealers, it will print no prices lower than "Dealer's" prices shown in the annexed price-list, and that these prices shall be at the rate per hundred or per thousand. In all other price-lists, or circulars, the Licensee agrees that it will print no prices lower than the "Consumer's" prices set forth in the annexed price-list, and that these shall be the unit prices, or the price for each article.

shall remain in force and effect until August 31, 1918, except as follows:

If the Licensor shall in writing revoke the license contained in Article Fourth hereof, said license and all parts of this agreement pursuant thereto shall thereupon terminate, but without affecting the provisions of Articles First, Second and Third and the parts of this agreement pursuant thereto. If the Licensee shall fail to pay any royalties or any indebtedness to the Licensor when due, or shall sell any of said SCHRADER UNIVERSAL Valves or Valve Parts at less than the licensed prices herein set forth, or shall otherwise fail to faithfully perform its covenants hereunder, or shall make any default or breach of covenant, or shall become bankrupt or insolvent, or enter into any composition with its creditors, or shall attempt to assign this license, then this agreement as a whole shall two facto terminate; provided, however, that the Licensor may elect to waive such termination, or may elect to terminate this agreement by a written notice to the Licensee, in which case the agreement shall terminate on the date to be fixed by such notice.

Upon such termination the Licensee shall upon demand return to the Licensor all said Valves and Valve Parts which the Licensee shall then have in stock, whereupon the Licensor shall credit to the Licensee the net purchase price thereof, and if this shall leave the Licensor indebted to the Licensee, the former will promptly pay such indebtedness, but this provision shall not apply if this agreement remains in force and effect until August 31, 1918. The termination of this agreement, whether by expiration of its term or otherwise by the Licensor, shall not relieve the Licensee from any obligation set forth herein nor affect any of the rights of the Licensor with regard to SCHRADER UNIVERSAL. Valves or Valve Parts acquired during the time preceding such termination. Nothing herein (whether this contract be terminated or not) shall lessen or avoid any right of action which the Licensor may have for infringement of said Letters Patent arising from any breach of this agreement by the Licensee.

Sixtraut. The Licensor agrees that if the Licensee shall faithfully perform the conditions of this agreement, said Licensor will not furnish its SCHRADER UNIVERSAL Valves and Valve Parts during the term of this agreement to any other Tire Manufacturers at a less price, or on more favorable terms with regard to payment, than those set forth herein.

Gruenteruth. The Licensee agrees that all SCHRADER UNIVERSAL Valves and Valve Parts acquired by the Licensee under the provisions of the prior agreement, if any, for the season ending agreement superseding such prior agreement as to such goods as to disposal or sale, royalty on such asgoods to be computed on Licensee's sales made under the licensed prices for the season of 1917-18 August 31, 1917, and not used, distributed or sold by the Licensee prior to September 1, 1917, shall be subject to the terms and conditions of the present agreement as to use, distribution or sale, the present named in the annexed price-list. **Elighterath.** This agreement and license are not assignable in whole or in part and no interest therein is acquirable by others, either by operation of law or otherwise.

Nurtruth. This agreement shall be deemed to have been executed and delivered in, and shall be 240 construed according to the laws of, the State of New York, provided that nothing herein contained shall impair any right which the Licensor may have by virtue of its ownership of said Letters Patent.

Curintieth. If any clause, sentence, paragraph, or part of this contract shall for any reason be or become invalid, such invalid parts shall not affect, impair, or invalidate the operation of the remaining 245 contract; and in no event shall such invalidity or termination impair the obligation of the Licensee to portions of this contract, except that in such event either party hereto may by notice terminate the make payment for goods sold and delivered, and to pay the royalties herein provided for

In Withen Mierenf, the Licensor and the Licensee have hereunto executed this agree-

191	
(name of contracting time	Ву
this	
thereunto duly authorized,	r and Manager
a. SCHRADER'S SON, INC.	Treasurer at

250

Chair a a a a

88: State of New York, 266 County of

On this

day of

191 , personally came before me to me known, who, being by me duly sworn, did

depose and say that he is

of the corporation

260 A. SCHRADER'S SON, INCORPORATED, described in and which executed the foregoing instru-

ment; and that he signed his name thereto by authority of said corporation.

ACKNOWLEDGMENT FOR LICENSEE

sa County of State of

88:

day of

On this

191 , personally came before me

to me known, who, being by me duly sworn, did

of the corporation

described in and which executed the foregoing instru-

zoment; and that he signed his name thereto by authority of said corporation.

depose and say that he is

PRICE LIST

AUGUST 31, 1918 SEPTEMBER 1, 1917

SCHRADER UNIVERSAL VALVES AND VALVE PARTS

TERMS

LICENSED TIRE MANUFACTURERS

Prices quoted are for freight shipments f.o.b. at the freight station nearest the factory of the Licensee and Chicago, III.

If A. SCHRADER'S SON, INC. fail to make prompt shipments and it is necessary to forward goods by express, they are to pay express charges. If the Licensed Tire Manufacturer orders express shipments he is to pay express charges.

Exchange must be added in accordance with the rules of the New York Clearing House on all checks or drafts not payable in New York City.

5% and 5% discount for each in ten days.

discount for cash on or before the tenth of the month following that of purchase for monthly settlements. Account subject to sight draft without further notice on the twentieth of the month following that of purchase.

LICENSED JOBBERS, LICENSED VEHICLE MANUFACTURERS, DEALERS AND THE TRADE (AUTOMOBILE, MOTORCY LE BICYCLE DEALERS, REPAIRMEN AND GARAGES)

Prices quoted are for freight shipmen s f. o. b. Consignee's nearest freight station.

If A. SCHRADER'S SON, INC. fail to make prompt shipments and it is necessary to forward goods by express they are to pay express charges. If Licensed Jobbers, Licensed Vehicle Manufacturers, Dealers and the Trade order express shipments they are to pay express charges.

Exchange must be added in accordance with the rules of the New York Clearing House on all checks or drafts not payable in New York City.

discount for cash on or before the tenth of the month following that of purchase for monthly settlements.

Account subject to sight draft without further notice on the twentieth of the month following that of purchase.

TERMS FOR ROYALTY PAYMENTS

ROYALTIES are due on the 10th of December, March, June and September. All royalties are subject to the same discounts for cash as mentioned above.

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Schrader Universal Valves

	For	Bicycle	Carriage	and	Motorcycle	Tires			For Dunlop Type Bicycle Tires	For Automobile Tires 3*		For Automobile Tires larger	than 3.			e-= -e	sd1	Schrader	_	e	For Repair-	ing Dicycle Tires
	743	744	910	191	762	1022		1754	2014	Thes Comi Wash Cap Valv	2	Thes with and I 2081 and 8	2	22	792	This binat 2359 Nut, Insid 2198	833	2069	852 2070	2118	820	733
	Bicycle Valve	Carriage Valve—14" long	Shoe Valve-with Rubber Washer and Rim Nut.	Shoe Valve—Same as 610 except	Shoe Valve—Same as 610 except that Rim Nut and Rubber Washer	are omitted	Standard Motorcycle Tire Valve	Shoe Valve.	This Valve has the same pump thread as the European Motor Tire Valves, but instead of the regular Schrader Universal Valve Cap, its fitted with the Schrader Universal Valve Cap and Foreign Cycle Pump Connection. By unscrewing the Valve Cap and then screwing into the Valve Cap and then screwing into the Valve the small threaded male part, this alve is ready for inflation by means of the usual European Cycle Pump.	These Valves are fitted with the 1990 Combination Ring Washer and Bridge Washer, 777 Hexagon Nut, 2026 Hexagon Combination Rim Nut and Dust Cap Bushing, Valve Inside and 880 Valve Cap but not with Dust Cap: 777 Valve 3" long from base to end of male.	valve 3½" long from base to end of male	These Valves are 725 type and are fitted with the 1976 Combination Ring Wash and Bridge Washer, 725 Hexagon .vut, 2081 Hexagon Rim Nut, Valve Inside and 880 Valve Cap but not with Dust Cap: 1822 Valve, for WIRE WHEELS, 2* long from base to end of large thread on male	of large thread on male.	large thread on maleValve 33% long from base to end	of large thread on male	This Valve is fitted with the 2198 Combination Ring Washer and Bridge Washer 2359 Hexagon Nut, 2198 Hexagon Rin Nut, 2198 Valve Housing with Valve Insideand 306 Cap, but not with DustCap: Trave-piece Valve, has some size body and pump threads as on Motor TireValves used in European Valves of this Valve are interchangeable with the parts of European Valves. If the Schrader Universal Valve Check in this Valve is worn cut or damaged and a new one is not evil a ble regular European Valve Plunable regular European Valve Europ	Old Style Plain Dust Cap. 2" long	New Style Fluted Dust Cap, 2"long	Old Style Plain Dust Cap, 2%" long New Style Fluted Dust Cap, 2%" long	New Style Fluted Dust Cap for 2198 Foreign Type Valve	Sampson-Schrader Universal Oval Base Shoe Valve, small	Sampson-Schrader Universal Oval Base Shoe Valve, large
Licensed Tire Mfr.	\$ 46.00 M						78.70	78.70	32.60	16.80	173.65		223.75	225.60	228 55 242.20	304.45	49 20	42.50	56.10 48.10	57.10	110.00	110.00
Licensed	\$ 57.00 M	82.50	00 701	06.80	80.00	93.40	97.00	97.00	121.00	213.00	230.00	263.00	269 00	273.00	293.50	374.80	00.09	51.70	59.20	69.50	135.00	135.00
Dealer or TradeList	\$ 75.00 M	108.00	30 00	126.00	00.631	120.00	130.00	130.00	155.00	290.00	310.00	340.00	350.00	355.00	365.00	480.00	80.00	70.00	90.00	95.00	180.00	180.00
Consumer PER BACH ARTICLE	12c.	₹ % ₹		200.	9	17c.	18.	19c.	ž *	426.	45c.	49c.	50c.	51c.	52e. 56e.	99	12c.		. 25. 26.		30e.	30c.

Schrader Universal Valves-Continued

Dealer or TradeList Consumer ARTICLE \$390.00 M 56. 445.00 65e. 260.00 38e. 30.00 42e. 340.00 49e. 20.00 4e.
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Miscellaneous Fittings

206	Star Wrench For quickly screwing down Hax- agon Nuts of 777, 825, 1822, 724, 967, 725 and 792 Motor Tire Valves.	73.10	98.00	140.00	20¢.
988	Deflating Cap For Depressing Valve Plunger to quickly deflate Tires	14.45	21.00	40.00	7c.

Schrader Universal Valve Parts

NOTE: The itemized prices of Schrader Universal Valve Parts given below are listed for convenience in accounting by the Licensed Tire Manufacturer and the Trade in general; then only in connection with complete Valves used in Tires or Tubes and for replacement of parts of Schrader Universal Valves which have become worn, damaged, or lost:

For	99	Light Valve Caps for Bicycle, Carriage, Shoe and Oval Base Valves	12.85 M	17.40 M	26.00 M	5e.
General	609	Light Valve Caps packed 50 to the	13.05	17.40	26 00	Se.
Use With	88	Heavy Valve Caps for Motor Tire	18.65	24.30	35 00	8
Schrader	88	Heavy Valve Caps packed 50 to	18.85	24.30	35.00	કુ
Universal		the box for jobbing transfers.	4 75	5.85	8.00	2e.
Valves	1801	Schrader Universal Valve Inside,	20.80	26.70	37.00	8
	1801		21.10	26.70	37.00	30c. (Per box 5 Insides)
			2.50	3 40	5.00	<u>6</u>
	610		08.1	2.60	5.00	7
For	610		13.10	16.60	25.00	4 c.
610, 761	610	Rim Nut complete with	5 75	7.20	13.00	2e.
and 762		Washer Nut Leather Washer	9.1	2.25	4.00	<u>J</u>
Shoe Valves	Z	NOTE: These Valves take Schrader Universal Valve Inside and Light Valve Cap.				
			A 70	10.40	16.00	3.5
Dos	1022	_	7 05	9.75	15.00	3c.
1000	1022		9 0 6	10.90	16.00	36.
1022	2079		a 05	10.80	16.00	3,
Shoe Valve	o		Q i			
			01 6	3.55	7.00	26.
	1024		8.85	10.60	16.00	3e.
For 1754	779	_	4 80	9.00	8.00	Ze.
Shoe	1754 0 N		9.08	10.90	16.00	,ė
		and Light Valve Cap.				

Schrader Universal Valve Parts-Continued

			Licensed TireMfr.	Licensed	Dealer or Trade List	Consumet PER BACH
For 777 and 825	1990 777 2026	Combination Ring Washer and Bridge Washer Hexagon Nut Hexagon Combination Rim Nut and Dust Can Bushing complete	\$ 9.55 M 10.85	\$ 11.65 MP 13.30	\$ 16.00 M	36.
Motor Tire Valves	O Z	with Leather Washer. NOTE: 777 and 825 Valves take Schrader Universal Valve Inside and Heavy Valve Cap, listed on page 7.	22.30	27.00	35.00	ક્ષં
For 1822,	1975 725		11.15	13.80	18.00	3,
and 792	2081	Hexagon Rim Nut complete with Leather Washer	22.70	27.50	36.00	9
Motor Tire Valves	NOTE:	Leather Washer TE: 1822,724,967,725 and 792 Valves take Schruder Universal Valve Inside and Heavy Valve Cap,listed on page 7.	30,20	36.60	47.00	7c.
For 2198	2198		92.70	121.00	160.00	23c.
Type Motor	2359		13.25	16.20	22.00	4 4
Tire Valves	906 NOT	Leather Washer. Leather Washer. 906 Valve Cap. NOTE: The 2198 Valve takes regular Schrader Universal Valve Inside listed on page 7.	28.55 18.65	34.50	46.00 35.00	જે છે
300	906	Rine Washer	13.80	16.80	23.00	4
C60 101	892	-	15.70	19.10	25 00	46.
Motor Tire	892	Outside Hexagon Nut	15.35	18.60	25.00 65.00	4c. 13c.
Kacing valve	200	Short Schrader Universal Valve	20 60	26.70	37.00	Š
For 1282 Motor Tire	This	This Valve takes the same fittings as the 895 except that it is fitted with the No. 1801 Schrader Universal				
Racing Valve		Valve Inside in place of the over Short Inside	20.80	26.70	37.00	ક્રં

Combination Ring Washers & Galvanized Steel Valve Spreaders

¥	Şc.	5c.	5c.
24.00	28.00	31.00	34.00
17.80	21.20	23.20	26.00
14.65	17.50	19.15	21.55
For 777 and 2244 Combination R. W. and Spreader 825 Motor Tire Valves	For 1822, 724 2245 Combination R. W. and Spreader of 795 and	Combination R. W. and Spreader for 4" tubes.	Combination R. W. and Spreader for 4% tubes
2244	2245	2246	2568
For 777 and 825 Motor Tire Valves	For 1822, 724	792 Motor	Tire Valves

Tire Manufacturers' License Agreement

Schrader Universal Valves and Valve Parts

September 1, 1917 - August 31, 1918

A. SCHRADER'S SON, Inc.

AND

(hereinafter called the "Licensee"). of Brooklyn, New York, SON, INCORPORATED, de la N V SCHRADER'S "Licensor") and Aurrement between A (hereinafter called the 20 MA

and manufactures under some or all of such Letters Patent SCHRADER UNIVERSAL Tire Pressure Gauges, Pump Connections, Valve Repair Tools and Quick Acting Dust Caps, (hereinafter called "Said Patented Devices"), such Letters Patent being dated as follows: the United INTEREME the Licensor is the owner of rights under certain Letters Patent of

November 13, 1906; March 28, 1916; July 6, 1909; April 4, 1916; December 29, 1914; May 2, 1916; February 8, 1916; September 26, 1916; and is also the owner of certain pending applications relating to said Patented Devices.

distribute certain quantities of the said Patented Devices to certain Jobbers (hereinafter called "Licensed Jobbers") and certain Manufacturers of automobiles, motorcycles and bicycles (hereinafter called "Licensed Vehicle Manufacturers"), which have been licensed by the Licensor to sell the said Patented Devices; and (2) to sell the same to Dealers and Consumers, for the season beginning September 1, 1917, and ending August 31, 1918. And Whereas the Licensee is desirous of obtaining a license under said Letters Patent (1) to

Num Cherefure, in consideration of the premises and of the mutual covenants hereinafter con-extained, the parties have agreed as follows:

First. The Licensor hereby grants unto the Licensee the right, license and liberty under said patents (revokable by the Licensor at will after 30 days herefrom) of distributing the said Patented Devices to said Licensed Jobbers and to said Licensed Vehicle Manufacturers, and of selling the same to bona fide Dealers and Consumers under the conditions and subject to the limitations hereinafter set saforth, said license (if not revoked) to continue until the termination or expiration of this agreement.

by the Licensee to furnish said Licensee with such of said Patented Devices as said Licensee may require for the aforesaid purposes, conditioned, however, upon the payment of the prices mentioned in the annexed price-list under "Licensed Tire Mfr.", which will remain the same throughout the season, and the royalties hereinafter provided for, such prices to be due and payable subject to the terms set forth in the annexed price-list, and such royalties to be paid as hereinafter provided.

The Licensee agrees to purchase under this agreement said Patented Devices to the amount of at least \$50.00 during the season. Reciprocally, if the Licensee's business so demands, the Licensor will furnish the Licensee such of said Patented Devices as would amount to 125% of the amount supurchased by said Licensee during the season ending August 31, 1917, as evidenced by royalty reports made by said Licensee to the Licensor for such season ending August 31, 1917, provided that said Patented Devices furnished under the present agreement shall be ordered in reasonable quantities and at usual times during the present season, and shall be used for purposes of sale by said Licensee during the present season. If said Licensee had not been licensed for the season ending August 31, 1917, then the Licensor agrees that it will, if the Licensee so desires, furnish said Licensee such said Patented Devices, under the same conditions, as would amount to \$500.00. Provided, however, that in the event of war, fire, flood, strike, lockout, accident or other cause beyond the control of the Licensor interfering with the production or transportation of the goods herein described, or the supply of any material from which the said articles are manufactured, or in the event of shortage of such material, and the Licensor, be suspended during the period required to remove the cause or repair the damage, and the total quantity deliverable under this agreement shall be reduced in proportion to the duration of such suspension.

Fourth. The Licensor will furnish to the Licensee from time to time complete lists of said Licensed Sobbers and said Licensed Vehicle Manufacturers and shall notify said Licensee of the cancellation of the license agreement of any Licensed Jobber or Licensed Vehicle Manufacturer, such lists and notifications to be mailed or forwarded to all Licensees at the same time. The Licensee agrees to be bound by said lists in its distribution of said Patented Devices to Licensed Jobbers and Licenseed Vehicle

1. For distribution to the Licensed only for use and distribution as follows:

1. For distribution to the Licensor's Licensed Jobbers and Licensed Vehicle Manufacturers at prices not lower than the "Licensed Jobbers and Said Licensed Jobbers and said Licensed Vehicle Manufacturers to vend said Patented Devices so distributed or sold to them shall be restricted to sales in accordance with the agreements between said hereto annexed.

2. For sale to Dealers at prices which are not lower than the "Dealer's" prices set forth in the annexed price-list.

3. For sale to Consumers at prices which are not lower than the "Consumer's" prices set forth in the annexed price-list.

The Licensee is not licensed hereunder to sell any Manufacturer, Jobber, Dealer or person who shall be named by the Licensor as one to whom the Licensor itself will supply exclusively its said Patented Devices.

Detail. The Licensee is not licensed to distribute, sell, or dispose of, said Patented Devices to other and agreed that the selling prices in the annexed price-list to be charged by the Licensee are absolutely net, except in so far as they are modified by the particular cash discounts provided in said price-list for payments made within the times specified therein. No sale or disposition of said Patented Devices shall be made on any terms more favorable to the customer, and no other discount or rebate, either ageneral or special, or in any form whatsoever, shall be granted.

If the Licensee shall grant to any of its branches, agents or customers, any discount or rebate upon sales of its goods (whether upon quantity sales or otherwise) or pay any premium in any form on such sales it is agreed that the said Patented Devices shall be excluded in computing such discount, rebate or premium.

Nothing in this agreement shall license, authorize, or empower the Licensee to sell or distribute any of said Patented Devices to any person or concern within the United States, or to sell or distribute said Patented Devices to any person or concern within the United States for export outside of the United States, it being the intent hereof that the sale and use of said Patented Devices shall be restricted wholly to the United States unless the parties hereto enter into a separate agreement authorsciring such sale or use in other countries.

No Gauge, Pump Connection, Valve Repair Tool, or Quick Acting Dust Cap is licensed for use for any other purpose than in connection with Pneumatic Tire Valves, and then only in the normal and usual manner, and none of said Patented Devices is licensed for use except when sold in accordance herewith, and nothing herein contained shall give the Licensee the right in any event to manufacture goor procure the manufacture of said Patented Devices, or any part thereof, or to buy the same, or parts thereof, from others than the Licensor.

As a ROYALTY under said Letters Patent the Licensee shall pay to the Licensor the Geneuth.

following:

S. Vehicle Manufacturers four per cent. (4%) of the gross prices actually charged Jobbers and Licenseed Licenseed Jobbers and said Licensed Vehicle Manufacturers.

2. On all said Patented Devices sold by the Licensee to Dealers six per cent. (6%) of the Licensee's actual gross selling prices.

3. On all said Patented Devices sold by the Licensee to Consumers six per cent. (6%) of the Licensee's actual gross selling prices.

Elunth. The Licensee agrees to keep full, true and correct accounts showing the number of said Patented Devices distributed under sub-section 1 of paragraph Fifth and the number of said Patented Devices sold respectively under sub-sections 2 and 3. Said accounts shall also show the names and addresses of all Licensed Jobbers and Licensed Vehicle Manufacturers and customers (excepting Consolmers) who have received or purchased said Patented Devices; the number of said Patented Devices so distributed or sold to each Licensed Jobber and Licensed Vehicle Manufacturer, or customer; the date of each distribution or sale; and the respective prices at which said Patented Devices have been distributed or sold. All of said accounts, together with any stock of said Patented Devices which the Licensee may have, and any other records possessed by said Licensee, shall be open to the inspection most the Licensor or its duly authorized agent during reasonable business hours.

Within ten (10) days after the first days of December, March, June and September, respectively, the Licensee shall submit a statement in writing (certified to by one of its principals) showing the total amounts of said Patented Devices (1) distributed under sub-section 1 of paragraph Fifth; (2) sold under sub-section 2 thereof; (3) sold under sub-section 3 thereof; during the precedusing quarter; and (4) the number of said Patented Devices remaining in stock.

Royalties shall be due and payable when said statements are due and shall be subject to the same terms for cash as shown in the annexed price-list. Acceptance by the Licensor of any payments by the Licensee pursuant to any statement rendered by the Licensee shall not be construed as a waiver on the part of the Licensor as to errors or false statements in said statement.

Cruth. The Licensor shall have the right at any time to take back any stock of said Patented Devices which the Licensee has on hand, and replace same with equal quantities of new stock, and the Licensee agrees on demand to furnish at any time a list of such stock for purposes of such replacement.

Element. The Licensee agrees that in printing all price-lists for distribution to Jobbers, Manne-deather, and adjusted the property of automobiles, motovyceles and bicycles, or Deathers, it will print no prices lower than the as "Dealer's". Prices set prices shall be at the rate predocen, per hundred or per thousand. In all other price-lists or circulars the Licensee agrees that it will print no prices which are lower than the "Consumer's" prices set forth in the annexed price-list, and that these prices shall be the unit prices, or the price of each article.

Journal Licensee agreed that the present agreement (unless revoked in writing by the Licensee agrees that it and that these prices shall be the unit prices, or the price of each article.

Journal Licensee and effect until August 31, 1918, except as follows:

Jet all Licensee abil fail to pay any proyaties when due, or any indebtedness to the Licensor when due, or shall sall any of said Patented Devices at less than the licensed prices herein set forth, or shall fail to submit any report herein provided for within the time allotted, or fit the Licensee shall not set as substantial quantity of said Patented Devices for a period of two consecutive quarters herender, or shall attempt to assign this license, then this agreement shall terminate on the date to be fixed by consecutive during the licensor may elect to waive such termination, or may elect to wind with its creditors, or shall attempt to assign this license, then this agreement shall terminate on the date to be fixed by usuch notice. It all the Licensee shall then have in stock, whereupon the Licensor shall asid patented Devices which the Licensee shall then have in stock, whereupon the Licensor shall not relicensee then be purchase price defect until August 31, 1917, and not otherwise shall not relicensee then be purchase price defect until August 31, 1917, and not otherwise shall not relicensee and effect until August 31, 1917, and not otherwise the provisions of the present agreement of any presen

No interest there-# ## ## This agreement and license are not assignable in whole or in part. in is acquirable by others either by operation of law or otherwise.

Fifterutt. This agreement shall be deemed to have been executed and delivered in, and shall be construed according to the laws of, the State of New York, provided that nothing herein contained shall impair any right which the Licensor may have by virtue of its ownership of said Letters Patent.

become invalid, If any clause, sentence, paragraph, or part of this agreement shall for any reason be or become invalid, such invalid part shall not affect, impair, or invalidate the operation of the remaining portions of this agreement, except that in such event either party hereto may by notice terminate the agreement; and in no event shall such invalidity or termination impair the obligation of the Licensee to make payment for goods sold and delivered, and to pay the royalties herein provided for.

Benenteruth. It is agreed that no action by the Licensee in the distribution of said Patented Devices to said Licensed Jobbers and said Licensed Vehicle Manufacturers shall avoid or diminish the right of the Licensor to collect from said Licensed Jobbers and said Licensed Vehicle Manufacturers the royalty reserved by the Licensor on said Patented Devices so distributed by the Licensee to said Licensed Jobbers and said Licensed Vehicle Manufacturers and sold by them, said royalty being two Licensed Jobbers and said Licensed Jobbers and said Licensed Vehicle Manufacturers shall sell said Patented Devices.

Eightrenth. The Licensor agrees that if the Licensee shall faithfully perform the conditions of this agreement, said Licensor will not furnish said Patented Devices during the term of this agreement to any other Tire Manufacturers at a less price or on more favorable terms with regard to payment than 180 those herein set forth.

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In mitures inherent, the Licensor and the Licensee have nereund executed this again.	ment by their proper principals, thereunto duly authorized, this	A SCHPANER'S SON INC.
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By Treasurer and Manager

Title of Office

State of New York, 190 County of day of

On this

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sement; and that he signed his name thereto by authority of said corporation.

SCHRADER'S SON, INCORPORATED, described in and

ACKNOWLEDGMENT FOR LICENSEE

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described in and which executed the foregoing instrument; and that he signed his name thereto by authority of said corporation.

PRICE

DEVICES **PATENTED** UNIVERSAL SCHRADER

1918 31, AUGUST 1917 -SEPTEMBER SEASON,

		Licensed Tire Mfr.	Licensed	Dealer or TradeList	Consumer PER EACH
1561	1561 Schrader Universal Tire Pressure Gauge	\$505.15 M	\$505.15 M \$632.50 M \$876.00 M	\$876.00 M	\$1.25
2238	2238 Schrader Universal Pump Connection	168.00	193.00	247.50	.35
2395	Schrader Universal Valve Repair Tool	85.00	100.00	150.00	.25
2078	2078 Schrader Universal Quick Acting Dust Cap	252.00	265.00	316.00	.40

The SCHRADER UNIVERSAL Tire Pressure Gauge is packed in an individual leather case, 12 Gauges to the wood box, and the prices quoted are based on receiving orders in not less than dozen lots. NOTE:-

The SCHRADER UNIVERSAL Pump Connection and SCHRADER UNIVERSAL Valve Repair Tool are mounted on display cards, 12 Pump Connections and 12 Repair Tools to each card; and each card is packed in a special carton. Prices quoted are based on receiving orders for either of these articles in not less than dozen lots.

The SCHRADER UNIVERSAL Quick Acting Dust Cap is packed in an individual paper box, five individual packages to the set, six or twelve sets (30 or 60 Dust Caps), as desired, to the display carton. Display eards of the Pump Connection and Repair Tool, and display carton of the Quick Acting Dust Cap act as "Silent Salesmen" for the Dealer, for he need only set these display cards and carton on his counter and they will draw his customers' attention to these articles.

TERMS

LICENSED TIRE MANUFACTURERS

Prices quoted are for freight shipments f. o. b. at the freight station nearest the factory of the Licensee and Chicago, III.

If A. Schrader's Son, Inc. fail to make prompt shipments and it is necessary to forward goods by express, they are to pay express charges. If Licensed Tire Manufacturer orders express shipments he is to pay express charges. Exchange must be added in accordance with the rules of the New York Clearing House on all checks or drafts not payable in New York City.

5% and 5% discount for cash in 19 days.

5% discount for cash on or before the tenth of the month following that of purchase for monthly settlements.

Account subject to sight draft without further notice on the twentieth of the month following that of purchase.

Licensed Jobbers, Licensed Vehicle Manufacturers, Dealers and the Trade

(Automobile, Motorcycle and Bicycle Dealers, Repairmen and Garages)

Prices quoted are for freight shipments f.o.b. at Consignes an earest freight station.

If A. Schrader's Son, Inc. fail to make prompt shipments and it is necessary to forward goods by express, they are to pay express charges. It Licensed Jobbers, Licensed vehicle Manufacturers, Dealers or the Trade order express shipments they are to pay express charges.

Exchange must be added in accordance with the rules of the New York Clearing House on all checks or drafts not payable in New York City.

Account subject to sight draft without further notice on the twentieth of the month following that of purchase. 5% discount for cash on or before the tenth of the month following that of purchase for monthly settlements.

TERMS FOR ROYALTY PAYMENTS

All royalties are subject to the same discount for cash as mentioned above. Royalties are due on the 10th of December, March, June and September.

Tire Manufacturers' License Agreement

Schrader Universal Patented Devices

September 1, 1917 — August 31, 1918

A. SCHRADER'S SON, Inc.

AND

of Brooklyn, New York esutrae Agreement between A. SCHRADER'S SON, INCORPORATED, (hereinafter called the "Licensor") and

(hereinafter called the "Licensed Jobber").

INTREFAGE the Licensor is the owner of United States Letters Patent relating to Valves and Parts thereof among which are patents dated as follows:

June 13, 1916; September 5, 1916; October 10, 1916; January 9, 1917; May 15, 1917;
1905; 1910; 1915; 1916;
1.2,4,8,4,
April August December February April
11, 1900; 13, 1900; 29, 1901; 14, 1902; 31, 1903;
September November October Janusry March

And Wirtras the Licensed Jobber is desirous of obtaining a license under said Letters Patent to sell SCHRADER UNIVERSAL Valves and Valve Parts covered thereby during the season beginning September 1, 1917, and ending August 31, 1918.

adistribute said SCHRADER UNIVERSAL Valves and Valve Parts to Licensed Jobbers of the Licensor, and may grant further licenses to other such manufacturers, such manufacturers being collectively called the Licensed Tire Manufacturers. certain licenses to various Tire Manufacturers to And Wherean the Licensor has granted

of the premises and of the mutual covenants hereinafter Nam Chrrefure, in consideration of the contained, the parties have agreed as follows: First. The Licensor hereby grants unto the Licensed Jobber the right, license and liberty under said patents (revokable by the Licensor at will after 30 days herefrom) of selling said SCHRADER UNIVERSAL Valves and Valve Parts, under the conditions and subject to the limitations hereinafter set forth, said license to continue (if not revoked) until the expiration or termination of this agreement.

Errand. Said Licensor agrees while this agreement is in force and is being faithfully performed and Licensed Jobber to furnish said Licensed Jobber with such SCHRADER UNIVERSAL Valves and Valve Parts as said Licensed Jobber may require under the provisions and for the purposes of this agreement, conditioned, however, upon the payment of the prices mentioned in the annexed price-list under "Licensed Jobber's" prices, which will remain the same throughout the season and the royalties hereinafter provided for, such prices to be due and payable upon delivery and subject to the terms set soft in the annexed price-list, and such royalties to be paid as hereinafter provided.

Using The Licensed Jobber agrees to purchase under this agreement SCHRADER UNIVERSAL Valves or Valve Parts to the amount of at least \$50, during the season. Reciprocally, if the Licensed Jobber a business so demands, the Licensor will furnish the Licensed Jobber, either directly or through the Licensor's Licensed Tire Manufacturers, such SCHRADER UNIVERSAL Valves or Valve Parts, and would amount to 125% of the amount purchased by said Licensed Jobber during the season ending August 31, 1917, as evidenced by royalty reports made by said Licensed Jobber to the Licensor for such season, ending August 31, 1917, provided that the SCHRADER UNIVERSAL Valves or Valve Parts furnished under the present agreement shall be ordered in reasonable quantities and at usual times during the present season, and shall be used for purposes of sale by said Licensed Jobber during the present season. If said Licensed Jobber had not been licensed for the season ending August 31, 1917, then the Licensor agrees that it will, if the Licensed Jobber so desires, furnish said Licensed Jobber to \$500. Provided, however, that in the event of war, fire, flood, strike, lockout, accident, or other cause beyond the control of the Licensor interfering with the production or transportation of the goods shering event of shortage of such material, or delays in procuring the delivery of such material, then delayer in the remove the cause or repair the damage, and the total quantity deliverable under this agreement shall be reduced in proportion to the duration of such suspension.

UNIVERSAL Valves and Valve Parts from the Licensor's Licensed Tire Manufacturers hereinbefore referred to or any one of them at prices which are not less than the "Licensed Jobbers", prices set forth in the annexed price-list. The Licensed Jobber agrees that it will not obtain such Valves and Valve Parts under this license from any other person or concern than the Licensor or its said Licensed Stire Manufacturers. When necessary, the Licensor will furnish to the Licensed Jobber from time to time complete lists of its said Licensed Tire Manufacturers, and shall notify said Licensed Jobber of the cancellation of any of said Licensee's agreements.

Said SCHRADER UNIVERSAL Valves and Valve Parts are licensed for sale by

Licensed Jobber only as follows:

1. For sale to bona fide Dealers at prices which are not lower than the "Dealer's" prices set forth in the annexed price-list.

2. For sale to Consumers at prices which are not lower than the "Consumer's" prices set forth

in the annexed price-list.

The Licensed Jobber is not licensed hereunder to sell to any Dealer or person who shall be named by the Licensor as one to whom the Licensor itself will supply exclusively its said patented Valves.

Fixth. The Licensed Jobber is not licensed to distribute, sell or dispose of SCHRADER UNIVERSAL Valves and Valve Parts to other persons or concerns or on other terms than those which are above expressly defined in Paragraph Fifth. No SCHRADER UNIVERSAL Valve or Valve Part is licensed for use for any other purpose than in connection with pneumatic tires or tubes, and then only in the onormal and usual manner, and no SCHRADER UNIVERSAL Valve Part is licensed for use except in connection with other Valve Parts manufactured by the Licensor, and no SCHRADER UNIVERSAL Valve or Valve Part is licensed for use except when sold in accordance herewith, and nothing herein contained shall give the Licensed Jobber the right in any event to manufacture or procure the manufacture of such patented Valves or Valve Parts or to buy the same or parts thereof from others than the Licensor or said Licensed Tire Manufacturers.

It is understood and agreed that the selling prices in the annexed price-list, to be charged by the provided in said price-list for payment made within the time specified therein. No sale or disposition of said SCHRADER UNIVERSAL Valves and Valve Parts shall be made on any terms more favorable to the customer, and no other discount, or rebate, either general or special, or in any form whatscever, shall be granted. If the Licensed Jobber shall grant to any of its branches, agents or customers, any discount or rebate upon sales of its goods (whether upon quantity sales or otherwise), or pay any premium in any form on such sales, it is agreed that the said SCHRADER UNIVERSAL Valves and Valve Parts shall be excluded in computing such discount, rebate or premium.

Nothing in this agreement shall license, authorize, or empower the Licensed Jobber to sell or distribute any of said patented SCHRADER UNIVERSAL Valves and Valve Parts to any person or concern within the United States or to sell or distribute said Valves and Valve Parts to any person or concern within the United States for export outside of the United States it being the intent hereof that the sale and use of such SCHRADER UNIVERSAL Valves and Valve Parts to any person or concern within the United States for export outside of the United States is being the intent hereof that the sale and use of such SCHRADER UNIVERSAL Valves and Valve Parts shall be restricted wholly to the United States, unless the parties hereto enter into a separate agreement authorizing such sale or the United States or to sale and use of such sale or or the United States in the parties hereto enter into a separate agreement authorizing such sale or the United States or the United States is being the sale or or the United States or to sale or the United States or the United States or the United States or the United States or the Schrame or the United States or the United States or the United States or the sale or the United States or the United States or the Schrame or the United State

use in other

a ROYAL/TY under said Letters Patent the Licensed Jobber shall pay to the Licensor to two per cent. ($2^{l\alpha}$) of the Licensed Jobber's selling prices to Dealers or Consumers, be, and such royalty shall be paid to the Licensor irrespective of whether such Valves re supplied by the Licensor or by its said Licensed Tire Manufacturers. erveult. As a Ronal to the amount equal to the street may be, a Talve Parts are su

Etaluli. The Licensed Jobber agrees to keep a written record in accessible form of all such SCHRADER UNIVERSAL Valves and Valve Parts bought or acquired by it, whether from the Licensor or from the Licensor's Licensed Tire Manufacturers. Such records shall include the name of the concern from whom such Valves and Valve Parts are purchased, and all data regarding such purchase. The Licensed Jobber further agrees to keep full, true and correct accounts showing the number of SCHRADER UNIVERSAL Valves and Valve Parts sold under this license to Dealers and Consumers, respectively. Said accounts shall also show the names and addresses of all customers (excepting Consumers) who have received or purchased said licensed Valves and Valve Parts so sold to each customer, the date of each sale, and the respective prices at which said Valves and Valve Parts have been sold. All of said records and accounts, together with any stock of such Valves and Valve Parts which the Licensed Jobber may have, and any other records agent during reasonable business hours.

Sinth. Within ten (10) days after the first days of December, March, June and September, respectively, the Licensed Jobber shall submit in writing a statement (certified to by one of its principals) showing the total sales in the preceding quarter in the following manner: first, the total amount of SCHRADER UNIVERSAL Valves and Valve Parts sold under sub-section 1 of paragraph Fifth; second, the total number of SCHRADER UNIVERSAL Valves and Valves Parts sold under sub-section 2 thereof; or if no sales of SCHRADER UNIVERSAL Valves or Valve Parts have been made notice of this must be sent to the Licensor.

Royalties shall be due and payable when said statements are due and shall be subject to the same terms for cash as shown in the annexed price-list. No Royalty SHALL BE PAID TO ANY OF THE LICENSOR'S LICENSEES. Acceptance by the Licensor of any payments by the Licensed Jobber purguant to any statement rendered by the Licensed Jobber shall not be construed as a waiver on the part of the Licensor as to errors or false statements in said statement.

which the Licensed **Truth.** The Licensor shall have the right at any time to take back any stock which the Libbber has on hand, and replace same with equal quantities of new stock, and the Licensed agrees on demand to furnish at any time a list of such stock for purposes of such replacement. Etvenut. The Licensed Jobber agrees that in printing all price-lists for distribution to Dealers it will print no prices lower than "Dealer's" prices shown in the annexed price-list, and that these prices shall be at the rate per hundred or per thousand. In all other price-lists or circulars the Licensed Jobber agrees that it will print no prices which are lower than the "Consumer's" prices set forth in the annexed price-list, and that these shall be the unit prices, or the price for each article.

Cartfill. It is agreed that the present agreement (unless revoked in writing by the Licensor) when due, or shall fail to pay any royalties when due, or any indebtedness to the Licensor when due, or shall sell any SCHRADER UNIVERSAL Valves or Valve Parts at less than the licensed prices herein set forth, or shall fail to submit any report herein provided for within the time allotted, or if the Licensed Jobber shall not sell a substantial quantity of said Valves or Valve Parts for a period set two consecutive quarters hereunder, or shall otherwise fail to faithfully perform its covenants hereunder, or shall make any default or breach of covenant, or shall become bankrupt or insolvent, or enter into any composition with its creditors, or shall attempt to assign this license, then this agreement shall is provided, however, that the Licensor may elect to waive such terminate on the date to be fixed by such notice.

Upon such terminate this agreement by a written notice, to the Licensed Jobber, in which case upoth extrement shall terminate on the date to be fixed by such notice.

Upon such termination the Licensed Jobber shall upon demand return to the Licensor all stock, whereupon the Licensor shall credit to the Licensed Jobber shall then have in stock, whereupon the Licensor shall credit to the Licensed Jobber the net purchase price thereof and if this shall leave the Licensor indebted to the Licensed Jobber, the former will promptly pay such arminate at the provision shall not apply if this agreement remains in force and effect until

August 31, 1918,

The termination of this agreement, whether by expiration of its term or otherwise, shall not relieve the Licensed Jobber from any obligation set forth herein nor affect any of the rights of the Licensor with regard to Valves or Valve Parts acquired during the time preceding such termination. Nothing herein (whether this contract be terminated or not) shall lessen or avoid any right of action which the Licensor may have for infringement of said Letters Patent arising from any breach of this contract by the Licensed Jobber. If the Licensed Jobber's financial standing should at any time be unsatisfactory to Licensor then Licensor may require payment in cash before starting shipment of contract by the Licensed Journatisfactory to Licensor said Valves or Valve Parts. Parts acquired by the Licensed Jobber under the provisions of the prior agreement, if any, for the season ending August 31, 1917, and not sold by the Licensed Jobber prior to September 1, 1917, shall be subject to the terms and conditions of the present agreement as to disposal or sale, the present agreement superseding such prior agreement as to disposal or sale, the present agreement superseding such prior agreement as to disposal or sale of such goods, royalty on such goods to be computed on the Licensed Jobber's sales made under the licensed prices for the season of 1917-18 named in the annexed price-list.

No interest Fourtreuth. This agreement and license are not assignable in whole or in part. therein is acquirable by others either by operation of law or otherwise.

Fifternth. This agreement shall be deemed to have been executed and delivered in, and shall be construed according to the laws of, the State of New York, provided that nothing herein contained shall impair any right which the Licensor may have by virtue of its ownership of said Letters Patent.

@ixternth. If any clause, sentence, paragraph, or part of this contract shall for any reason be or become invalid, such invalid part shall not affect, impair or invalidate the operation of the remaining portions of this contract, except that in such event either party hereto may by notice terminate nother contract; and in no event shall such invalidity or termination impair the obligations of the Licensed Jobber to make payment for goods sold and delivered, and to pay the royalties herein provided for.

In Witness Mherenf, the Licensor and the Licensed Jobber have hereunto executed this agree-

191 day of 0 Cais By Title of Office ment by their proper principals, thereunto duly authorized, this non and Manager Treasurer SCHRADER'S SON, INC.

State of New York, Ss:

On this

day of

191 , personally came before me

to me known, who, being by me duly sworn, did

corporation

of the

depose and say that he is

the foregoing instruexecuted described in and which SCHRADER'S SON, INCORPORATED, 185 A.

and that he signed his name thereto by authority of said corporation. ment;

ACKNOWLEDGMENT FOR LICENSED JOBBER

State of ss:

On this

day of

191 , personally came before me

to me known, who, being by me duly sworn, did

corporation

the

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described in and which executed the foregoing instrumement; and that he signed his name thereto by authority of said corporation.

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depose and say that he

(Note:—If the Licensed Jobber is not a corporation, Notary will please write appropriate form of acknowledgment.)

PRICE LIST

AUGUST 31, 1918 SEASON, SEPTEMBER 1, 1917

SCHRADER UNIVERSAL

VALVES AND VALVE PARTS

TERMS

AND LICENSED JOBBERS, LICENSED VEHICLE MANUFACTURERS, DEALERS AND THE TRADE (AUTOMOBILE, MOTORCYCLE BICYCLE DEALERS, REPAIRMEN AND GARAGES)

Prices quoted are for freight shipments f. o. b. Consignee's nearest freight station.

to forward goods by express they are to pay express charges. If Licensed Jobbers, Licensed Vehicle Manufacturers, Dealers and the Trade order express shipments they are If A. SCHRADER'S SON, INC. fail to make prompt shipments and it is necessary to pay express charges.

Exchange must be added in accordance with the rules of the New York Clearing House on all checks or drafts not payable in New York City.

5% discount for cash on or before the tenth of the month following that of purchase for monthly settlements. Account subject to sight draft without further notice on the twentieth of the month following that of purchase.

TERMS FOR ROYALTY PAYMENTS

ROYALTIES are due on the 10th of December, March, June and September. All royalties are subject to the same discounts for cash as mentioned above.

Schrader Universal Valves

		Licensed Jobber	Dealer or Trade List	Consumer PER BACH
For	609 Bicycle Valve	\$ 57.00 M	\$ 75.00 M	12c.
Diamela	743 Carriage Valve—13% long		96.00	14c.
Dicycle	_	82.50	108.00	15c.
Carriage	610 Shoe Valve-with Rubber Washer	8:1	00.031	100
and	and Rim Nut761 Shoe Valve—Same as 610 except	104.00	138.00	20c
Motorcycle		96.80	125.00	18c.
Tires		93.40	120.00	17e.
	1022 "G & J" Shoe Valve—This is Standard Motorcycle Tire Valve	97.00	130.00	1 %
	1754 Shoe Valve	97.00	130,00	19c
	Above used in U. S. A. & Canada 2414 Shoe Valve	121.00	155,00	23c.
Type Bicycle	Tire Valves, but instead of the regular Schruder Universal Valve Cap, it is fitted with the Schruder			
Tires	Cap and Foreign Cycle Pump Connection. By unscrewing the Valve Cap and then screwing into			
	the Valve the small threaded male part, this Valve is ready for in- flation by means of the usual			
	European Cycle Pump. 2414 Combination Valve Cap and Foreign Cycle Pump Connection	41.00	55.00	9
	These Valves are fitted with the 1990 Combination Ring Washer and Bridge Washer, 777 Hexagon Nut, 2026 Hexagon Combination Rim Nut and Dust			
Tires 3"	Cap Bushing, Valve Inside and 880 Valve Cap but not with Dust Cap:			
and smaller	male	213.00	290.00	42c.
		230.00	310.00	45c.
For Automobile	These Valves are 725 type and are fitted with the 1976 Combination Ring Washer and Bridge Washer, 725 Hexagon Nut, 2081 Hexagon Rim Nut, Valve Inside, and 880 Valve Cap but not with Dust Cap.			
Tires	1822 Valve, for WIRE WHEELS, 2" long from base to end of large thread on male	263.00	340.00	49c.
than 3"	724 Valve 2%" long from base to end of large thread on male	269.00	350.00	50c.
	967 Valve 3" long from base to end of large thread on male	273.00	355.00	510
	725 Valve 838 long from base to end of large thread on male	274.80	365.00	52e.
	792 Valve 3% long from base to end of large thread on male	293,50	385.00	56c.
For Automobile Tires used in Europe and other Foreign	This Valve is fitted with the 2188 Combination Ring Washer and Bridge Washer 2859 Hexagon Rin Nut, 2198 Hexagon Rin Nut, 2198 Valve Housing with Valve Insideand 906 Cap, but not with Dust Cap: 2198 Two-piece Valve, has same size body and pump threads ason Motor TireValves used in Europe; all parts of this Valve are interchangeable with the parts of Europe and Valves. If the Schrader Universal Valve Check in this Valve is worn out or damaged and a new one is not available regular European Valve Plunger can be inserted in this Valve	374 80	480.00	99
Dust Caps	835 Old Style Plain Dust Cap, 2* long	60.00	80.00	12c.
Schrader	2069 New Style Fluted Dust Cap, 21ong 852 Old Style Plain Dust Cap, 2381 long	68.00	90.00	13c.
Motor Tire Valves	2010 New Style Fluted Dust Cap, 2% Tong 2118 New Style Fluted Dust Cap for 2198 Foreign Type Valve	69.50	95.00	4
For Repair-	820 Sampson-Schrader Universal Oval Base Shoe Valve, small	135.00	180.00	30c.
Tires	733 Sampson-Schrader Universal Oval Base Shoe Valve, large	135.00	180.00	30e.

Schrader Universal Valves-Continued

Miscenaneous

900	Star Wrench For quickly screwing down Hex- agon Nuts of 777, 825, 1822, 724, 967, 725 and 792 Motor Tire Valves.	98.00	140.00	20c.
1886	Deflating Cap For Depressing Valve Plunger to quickly deflate Tires	21.00	40.00	7

Schrader Universal Valve Parts

NOTE: The itemized prices of Schrader Universal Valve Parts given below are listed for convenience in accounting by the Licensed Jobber, Dealer and the Trade in general; then only in connection with complete Valves used in Tires or Tubes, and for replacement of parts of Schrader Universal Valves which have become worn, damaged, or lost:

For	609	Light Valve Caps for Bicycle, Carriage, Shoe and Oval Base	M 04 71	M 00 96	¥.
General	600	Valves.	W 04-77	20.00	
TT. 117:4h	200	box for jobbing trade	17.40	26.00	λς.
Use with	880	Heavy Valve Caps for Motor Tire Valves	24.30	35.00	è,
Schrader	880	Heavy Valve Caps packed 50 to	24.30	35.00	8
Universal		the box for jobbing dade	5.85	8.00	26.
Valves	1801	Schrader Universal Valve Inside, 500 to the box,	26.70	37.00	8
	1801	Schrader Universal Valve Inside, packed five (5) Insides in a tin box, 20 tin boxes to the package.	26.70	37.00	30c. (Per box 5 Insides)
		D. I.L. Dans Wooken	3.40	5.00	lc.
	019	Kunner nase washer	2.60	9.00	lc.
For	019	Brage Screw Washer	16.60	25.00	ţ.
610, 761	610		7.20	13.00	2c.
and 762	0.0		2.25	4.00	le.
Shoe Valves	N N	NOTE: These Valves take Schrader Universal Valve Inside and Light Valve Cap.			
			10.40	16.00	×
For	1022	King Washer	9.75	15 00	Зс.
1000	1000		10.90	16.00	3c
G & J	2079	Combination Ring Washer Spreader; used when this is used for Motorcycle Tire.	10.90	16.00	3.
Shoe Valve	o z	T.E.: 1022 takes the Schrider Universal Valve Inside and Light Valve Cap.			
		Dather Worker	3.55	7.00	2c.
	1024	-	10.60	16.00	3c.
For 1754	770	-	00.9	8.00	. Ze.
Shoe	NO N	E+	10.90	16.00	×
Valve		Schrader Universal Valve Inside and Light Valve Cap.			

Schrader Universal Valve Parts-Continued

			Licensed Jobber	Dealer or Trade List	Consumer PER GACH
For 777 and 825	1777	Combination Ring Washer and Bridge Washer Hexagon Nut	\$ 11.65 M 13.30	\$ 16.00 M 18.00	3. 3.
Motor Tire Valves	H	and Dust Cap Bushing complete with Leather Washer. E: 777 and 825 Valves take Schrader Universal Valve Inside and Heavy Valve Cap, listed on page 6.	27.00	35.00	Ą
For 1822,		Combination Ring Washer and Bridge Washer Hexagon Nut	13.80	18.00	% 4
and 792	725	Hexagon Rim Nut complete with Leather Washer. Kuurled Rim Nut complete with Leather Washer.	27.50	36.00	\$ 4
Valves	NOTE: ta In	2: 1822, 724, 967, 725 and 792 Valves take Schruder Universal Valve Inside and Heavy Valve Cap, listed on page 6.			
For 2198	2198	Valve Housing, or Valve Top with Schrader Universal Valve Inside, and 906 Valve Cap	121.00	160.00	23c.
Type Motor	2359	Combination Ring Washer and Bridge Washer	16.20	22.00	4 4
Tire Valves	906 NOTE	198 Hexagon Rim Nut complete with Leather Washer. 906 Valve Cap. NOTE: The 2198 Valve takes regular Schrader Universal Valve Inside listed on page 6.	34.50 24.30	46.00	કું ફું
For 805	906	Ring Washer	16.80	23.00	÷
Motor Tire		Hexagon Nut (2 to each Valve)	19.10	25 00 25.00	4 4
Racing Valve	895	Cap complete with Washer. Short Schrader Universal Valve	65.00	85.00 37.00	
For 1282 Motor Tire Racing Valve	This V	This Valve takes the same fittings as the 895 except that it is fitted with the No. 1801 Schrader Universal Valve Inside in place of the 895 Short Inside	26.70	37.00	نځ

Combination Ring Washers & Galvanized Steel Valve Spreaders

V. and Spreader 17.80 M 24.00 M 4c.	N. and Spreader 21.20 28.00 5c.	v. and Spreader 23.20 31.00 5c.	V. and Spreader 26.00 34.00 5c.
2244 Combination R. W. and Spreader for 3t tube	For 1822, 724 2245 Combination R. W. and Spreader 967, 725 and	for 4" tubes.	for 4 12" and 5" tubes
2244	2245	0677	2268
For 777 and 825 Motor Tire Valves	For 1822, 724 967, 725 and	792 Motor	Tire valves

Johhers' License Agreement

Schrader Universal Valves and Valve Parts

September 1, 1917 - August 31, 1918

A. SCHRADER'S SON, Inc.

AND

(hereinafter called the "Licensed Jobber"). Brooklyn, New York, SCHRADER'S SON, INCORPORATED, of Bro (hereinafter called the "Licensor") and Aurrement between A. obles

cand manufactures under some or all of such Letters Patent SCHRADER UNIVERSAL Tire Pressure Gauges, Pump Connections, Valve Repair Tools and Quick Acting Dust Caps, (hereinafter called "Said Patented Devices"), such Letters Patent being dated as follows: United States of the Ilherran the Licensor is the owner of rights under certain Letters Patent

March 28, 1916; April 4, 1916; May 2, 1916; September 26, 1916; November 13, 1900; July 6, 1909; December 29, 1914; February 8, 1916;

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February 8, 1916; September 26, 1916; and is also the owner of certain pending applications relating to said Patented Devices.

And Whereas the Licensed Jobber is desirous of obtaining a license under said Letters Patent to sell the said Patented Devices for the season beginning September 1,1917, and ending August 31,1918. And Inhereus the Licensor has granted certain licenses to various Tire Manufacturers to distribute the said Patented Devices to Licensed Jobbers of the Licensor and may grant further licenses to other such manufacturers, such manufacturers being collectively called the "Licensed Tire Manufacturers". the

Now Therefure, in consideration of the premises and of the mutual covenants hereinafter contained, the parties have agreed as follows: First. The Licensor hereby grants unto the Licensed Jobber the right, license and liberty under said patents (revokable by the Licensor at will after 30 days herefrom) of selling the said Patented Devices under the conditions and subject to the limitations hereinafter set forth, said license (if not revoked) to continue until the expiration or termination of this agreement.

Arrand. Said Licensor agrees while this agreement is in force and is being faithfully performed Licensed Jobber to furnish said Licensed Jobber with such of said Patented Devices as said Licensed Jobber may require for the purposes of this agreement, conditioned, however, upon the payment of the prices mentioned in the annexed price-list under the "Licensed Jobber's" prices, which will remain the same throughout the season, and the royalties hereinafter provided for, such prices to be due and payable upon delivery and subject to the terms set forth in the annexed price-list, and such soroyalties to be paid as hereinafter provided.

The Licensed Jobber agrees to purchase under this agreement said Patented Devices to the amount of at least \$50.00 during the season. Reciprocally, if the Licensed Jobber's business so demands, the Licensor will furnish the Licensed Jobber either directly, or through the Licensor's Licensed Tire Manufacturers, such of said Patented Devices as would amount to 125% of the amount purchased by assaid Licensed Jobber during the season ending August 31, 1917, as evidenced by royalty reports made by said Licensed Jobber during the present season and shall be used for purposes of sale by said Licensed Jobber during the present season and shall be used for purposes of sale by said Licensed Jobber during the present season. If said Licensed Jobber had not been licensed for the season ending August at usual times during the present season and shall be used for purposes of sale by said Licensed Jobber above, the the Licensed Jobber had not been licensed for the season ending August 197, then the Licensor agrees that it will, if the Licensed Jobber so desires, furnish said Licensed Jobber such of said Patented Devices under the same conditions as would amount to \$500.00. Provided, however, that in the event of war, fire, flood, strike, lockout, accident, or other cause beyond the control of the Licensor interfering with the production or transportation of the goods herein described, or the supply of any material from which the said articles are manufactured, or in the event soft shortage of such material or delays in procuring the delivery of such material, then deliveries under this contract may, at the option of the Licensor, be suspended during the period required to remove the cause or repair the damage, and the total quantity deliverable under this agreement shall be reduced in proportion to the duration of such suspension.

Fourth. It is agreed that said Licensed Jobber may at its option obtain its supply of said Patented at prices from Licensor's Licensed Tire Manufacturers, hereinbefore referred to, or any one of them, at prices which are not less than the "Licensed Jobber's" prices set forth in the annexed price-list. When necessary, the Licensor will furnish to the Licensed Jobber from time to time complete lists of its Licensed Tire Manufacturers and shall notify said Licensed Jobber of the cancellation of any of said Licensed Tire Manufacturers' agreements.

Givith. The Licensed Jobber is not licensed to distribute, sell, or dispose of, said Patented Devices to other persons or concerns, or on other terms than those which are above expressly defined in Paragraph Fifth. It is understood and agreed that the selling prices in the annexed price-list to be charged so by the Licensed Jobber are absolutely net, except in so far as they are modified by the particular cash discount provided in said price-list for payment made within the time specified therein. No sale or disposition of said Patented Devices shall be made on any terms more favorable to the customer, and no other discount or rebate either general or special, or in any form whatsoever, shall be granted. If the Licensed Jobber shall grant to any of its branches, agents or customers, any discount or rebate such sales, it is agreed that the said Patented Devices shall be excluded in computing such discount, rebate or premium.

Nothing in this agreement shall license, authorize, or empower the Licensed Jobber to sell or bute any of said Patented Devices to any person or concern outside of the United States, or to sell or restricture said Patented Devices to any person or concern within the United States for export outside of the United States, it being the intent hereof that the sale and use of said Patented Devices shall be restricted wholly to the United States unless the parties hereto enter into a separate agreement authorizing such sale or use in other countries.

No Gauge, Pump Connection, Valve Repair Tool or Quick Acting Dust Cap is licensed for use for somy other purpose than in connection with Pneumatic Tire Valves, and then only in the normal and usual manner, and none of said Patented Devices is licensed for use except when sold in accordance herewith, and nothing herein contained shall give the Licensed Jobber the right in any event to manufacture or procure the manufacture of said Patented Devices, or any part thereof, or to buy the same, or parts thereof, from others than the Licensed Tire Manufacturers.

Brunuth. As a ROYALTY under said Letters Patent the Licensed Jobber shall pay to the Licensor an amount equal to two per cent. (2%) of the Licensed Jobber's selling prices to Dealers or Consumers, as the case may be, and such royalty shall be paid to the Licensor irrespective of whether said Patented Devices are supplied by the Licensor or by its said Licensed Tire Manufacturers.

Eighth. The Licensed Jobber agrees to keep a written record in accessible form of all said Patented facturers bought or acquired by it, whether from the Licensor or from the said Licensed Tire Manufacturers. Such records shall include the name of the concern from whom said Patented Devices are purchased, and all data regarding such purchases. The Licensed Jobber further agrees to keep full, true and correct accounts showing the number of said Patented Devices sold under this license to Dealers and Consumers, respectively. Said accounts shall also show the names and addresses of all scounters (excepting Consumers) who have received or purchased said Patented Devices, the number so sold to each customer, the date of each sale and the prices at which the same have been sold. All of said records and accounts together with any stock of said Patented Devices which the Licensed Jobber may have, and any other records possessed by said Licensed Jobber, shall be open to the inspection of the Licensor or its duly authorized agent during reasonable business hours.

Sinth. Within ten (10) days after the first days of December, March, June and September, respectively, the Licensed Jobbershall submit a statement in writing (certified to by one of its principals), showing (1) the total number of said Patented Devices sold under sub-section 1 of Article Fifth during the preceding quarter; (2) the total number of said Patented Devices sold under sub-section 2 thereof during the preceding quarter; and (3) the number of said Patented Devices remaining in stock; and if snone of said Patented Devices have been sold during the preceding quarter a statement to this effect must accompany the statement of stock on hand.

Royalties shall be due and payable when said statements are due and shall be subject to the same terms for cash as shown in the annexed price-list. No Royalty SHALL BE PAID TO ANY OF THE LICENSOR'S LICENSED THE MANUFACTURERS. Acceptance by the Licensor of any payments by the Licensed Jobber, pursuant to any statement rendered by the Licensed Jobber, shall not be construed as a waiver on the part of the Licensor as to errors or false statements in said statement.

Gruth. The Licensor shall have the right at any time to take back any stock of said Patented Devices which the Licensed Jobber has on hand and replace same with equal quantities of new stock, and the Licensed Jobber agrees on demand to furnish at any time a list of such stock for purposes of such replacement. Elementh. The Licensed Jobber agrees that in printing all price-lists for distribution to Dealers, it will print no prices lower than the "Dealer's" prices shown in the annexed price-list, and these prices shall be at the rate per dozen, per hundred or per thousand. In all other price-lists, or circulars, the Licensed Jobber agrees that it will print no prices lower than the "Consumer's" prices set forth in the annexed price-list, and that these prices shall be the unit prices, or the price of each article.

Quality. It is agreed that the present agreement (unless revoked in writing by the Licensor) shall remain in force and effect until August 31, 1918, except as follows:

If the Licensed Jobber shall fail to pay any royalities when due, or any indebtedness to the Licensor when due, or shall sell any of said Patented Devices at heas than the licensed prices herein isset forth, or shall fail to submit any report herein provided for within the time allotted, or if the Licensed Jobber shall not sell a substantial quantity of said Patented Devices for a period of two consecutive quarters hereunder, or shall otherwise fail to faithfully perform its covenants hereunder or shall make any default or breach of covenant, or shall become bankrupt or insolvent, or enter into any composition with its creditors, or shall attempt to assign this license, then this agreement shall hap for us terminate this agreement by a written notice to the Licensed Jobber, the the Licensed Jobber, in which case the agreement Upon such termination the Licensed Jobber shall upon demand return to the Licensor all said Patented Devices which the Licensed Jobber shall then have in stock, whereupon the Licensor indebted to the Licensed Jobber the new price thereof, and if this shall leave the Licensor Jobber shall not apply if this agreement remains in force and effect until August 31, 1915.

The termination of this agreement, whether by expiration of its term or otherwise, shall not the Licensed Jobber from any obligations set forth herein, nor affect any of the rights of the Licensor happy it emination. Nothing herein (whether this contract is terminated or not) shall lessen or avoid any right of action which the Licensor may have for infringement of said Letters Patent or any of them arising from any breach of this contract by the Licensed Jobber.

If the Licensed Jobber is and its and ing should at any time be unsatisfactory to the Licensor.

said Patented Devices. unsatisfactory of said Patenter cash before starting shipment E payment require Licensor may sthen

The Licensed Jobber agrees that all said Patented Devices acquired, under the provisions of the prior agreement, if any, for the season ending August 31, 1917, and not used, distributed or sold by the Licensed Jobber prior to September 1, 1917, shall be subject to the terms and conditions of the present agreement as to use, distribution or sale, the present agreement superseding such prior agreement as to such goods as to disposal or sale, royalty on such goods to be computed on the Licensed Jobber's sales made under the licensed prices for the season of 1917-18 named in the annexed price-list.

No interest there-Fourtreuth. This agreement and license are not assignable in whole or in part. in is acquirable by others either by operation of law or otherwise.

Fitternth. This agreement shall be deemed to have been executed and delivered in, and shall be sconstrued according to the laws of, the State of New York, provided that nothing herein contained shall impair any right which the Licensor may have by virtue of its ownership of said Letters Patent.

Extrently. If any clause, sentence, paragraph, or part of this contract shall for any reason be or become invalid, such invalid part shall not affect, impair or invalidate the operation of the remaining portions of this contract, except that in such event either party hereto may by notice terminate the contract; and in no event shall such invalidity or termination impair the obligation of the Licensed Jobber to make payment for goods sold and delivered, and to pay the royalties herein provided for.

In Mitnens Illierenf, the Licensor and the Licensed Jobber have hereunto executed this agree-

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0 day of ment by their proper principals, thereunto duly authorized, this nam SCHRADER'S SON, INC.

Treasurer and Manager

By Title of Office

State of New York, State of New York, County of

day of

On this

191 , personally came before me

to me known, who, being by me duly sworn, did

of the corporation

the foregoing instru-175 A. SCHRADER'S SON, INCORPORATED, described in and which executed ment, and that he signed his name thereto by authority of said corporation.

depose and say that he is

ACKNOWLEDGMENT FOR LICENSED JOBBER

State of Ss:

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to me known, who, being by me duly sworn, did

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described in and which executed the foregoing instruusment, and that he signed his name thereto by authority of said corporation.

(Note:—If the Licensed Jobber is not a corporation, Notary will please write appropriate form of acknowledgment.)

PRICE LIST

PATENTED DEVICES UNIVERSAL SCHRADER

1918 AUGUST 31, SEPTEMBER 1, 1917 SEASON,

		Licensed	Dealer or TradeList	Consumer PER BACH
1991	1561 Schrader Universal Tire Pressure Gauge	\$632.50 M	\$876.00 M	\$1.25
2238	Schrader Universal Pump Connection	193.00	247.50	.35
2395	Schrader Universal Valve Repair Tool	100.00	150.00	.25
2078	2078 Schrader Universal Quick Acting Dust Cap	265.00	316.00	.40

The SCHRADER UNIVERSAL Tire Pressure Gauge is packed in an individual leather case, 12 Gauges to the wood box, and the prices quoted are based on receiving orders in not less than dozen lots. NOTE:-

The SCHRADER UNIVERSAL Pump Connection and SCHRADER UNIVERSAL Valve Repair Tool are mounted on display cards, 12 Pump Connections and 12 Repair Tools to each card; and each card is packed in a special carton. Prices quoted are based on receiving orders for either of these articles in not less than dozen lots.

The SCHRADER UNIVERSAL Quick Acting Dust Cap is packed in an individual paper box, five individual packages to the set, six or twelve sets (30 or 60 Dust Caps), as desired, to the display carton.

Display cards of the Pump Connection and Repair Tool, and display carton of the Quick Acting Dust Cap act as "Silent Salesmen" for the Dealer, for he need only set these display cards and carton on his counter and they will draw his customers' attention to these articles.

TERMS

Licensed Jobbers, Licensed Vehicle Manufacturers, Dealers and the Trade (Automobile, Motorcycle and Bicycle Dealers, Repairmen

Prices quoted are for freight shipments f.o.b. at Consignee's nearest freight station.

If A. Schrader's Son, Inc. fail to make prompt shipments and it is necessary to forward goods by express, they are to pay express charges. If Licensed Jobbers, Licensed Vehicle Manufacturers, Dealers or the Trade order express shipments they are to pay express charges.

Exchange must be added in accordance with the rules of the New York Clearing House on all checks or drafts not payable in New York City.

5% discount for cash on or before the tenth of the month following that of purchase for monthly settlements. Account subject to sight draft without further notice on the twentieth of the month following that of purchase.

TERMS FOR ROYALTY PAYMENTS

All royalties are subject to the same discount for cash as mentioned above. Royalties are due on the 10th of December, March, June and September.

Johhers' License Agreement

Schrader Universal Patented Devices

September 1, 1917 — August 31, 1918

A. SCHRADER'S SON, Inc.

AND

(Demurrer filed July 1, 1918.)

In the District Court of the United States for the Northern District of Ohio—Eastern Division.

THE UNITED STATES OF AMERICA, PLAINTIFF,

No.

A. Schrader's Son, Inc., defendant.

Demurrer.

And now comes the defendant, A. Schrader's Son (Inc.), by its attorney, Eugene V. Myers, Esq., into court and says that the indictment herein, and the matters therein contained in manner and form as the same are stated and set forth, is not sufficient in law, and that the said defendant is not bound by the law of the land to answer the same for the following reasons:

1. That the allegations contained therein are insufficient to charge any offense by said defendant against the laws or statutes of the

United States therein pleaded or otherwise.

2. That said indictment does not state facts sufficient to constitute anoffense against the United States or any statute thereof.

All of which said defendant is ready to verify.

Wherefore for want of sufficient indictment in the behalf above expressed the said defendant prays judgment that by this honorable court it may be dismissed and discharged from all and singular the premises in said indictment specified.

Dated June 28th, 1918.

EUGENE V. MYERS,

170 Broadway, New York City, N. Y. Attorney for Defendant A. Schrader's Son, Inc.

FRANK A. AVERY, Esq.,

CARL W. WHITNEY, Esq.,

Of Counsel.

Rehearing on demurrer—Order overruling demurrer vacated— Demurrer sustained—Exception by U. S. by its attorneys.

(Entered September 15th, 1919, by Judge Westenhaver.)

UNITED STATES OF AMERICA,

No. 4037. Criminal.

. Schrader's Son, Incorporated.

This day came the United States attorney on behalf of the United tates, and also came the defendants by its attorneys at the bar of ourt, and thereupon there came on for rehearing the demurrer to be indictment heretofore filed herein, and the court having heard

the argument of counsel, upon consideration thereof vacated the order heretofore entered herein overruling the demurrer and ordered that said demurrer be and the same is hereby sustained, and that the defendant, A. Schrader's Son, Incorporated, be and the same is hereby discharged; to which ruling of the court the United State by its attorneys, excepts.

30 (Opinion of court on demurrer to indictment filed Sept. 2

In the District Court of the United States for the Northern District of Ohio—Eastern Division.

United States of America, plaintiff, vs.
A. Schrader's Son, Inc., defendant.

On demurrer to indictment.

Westenhaver, D. J. (orally, on conclusion of argument): I woll like to take the time necessary to set down in a logical way such view as I am now about to express. It is practically impossible so to for two reasons: First, that my other court engagements would a duly delay my getting the work done; and second, it would present the final disposition of the case at this time and impose upon part and counsel the loss incident to the preparation for the present the For these reasons I shall now announce the conclusion to which I a come and briefly state the reasons which support it.

What is this indictment? The present argument requires that shall state accurately my interpretation of it. On the former having of this demurrer and in announcing the conclusion then reached I refrained from so doing for the reason that I imbibed the impression that both parties were submitting to me the questions of law affact arising on the indictment, and defendant's methods of doing business as are fully set forth in certain documents attached to be indictment, and that the defendant did not intend in the event demurrer was overruled to enter a plea of not guilty, but would enter a plea of nolle contendere and permit the entry of final judgment approceed to review it. I do not understand that the agreements are the statements in the statement in the statem

nexed to the indictment are such a part of the indictment itself.

31 as would aid defective allegations therein or change itself stantive allegations; in other words, whether the substance an offense of a combination or conspiracy in restraint of interstate trade in violation of the Sherman Antitrust Act is stated in this is dictment must stand or fall upon its own language.

Northern District of Ohio and throughout the United States: that these tire manufacturers and jobbers resell and reship large quantities of these products to (a) jobbers and vehicle manufacturers, (b) retail dealers, and (c) to the public, both within and without the respective States into which the products are shipped; that these acts have been committed within three years next proceding the presentation of this indictment and within this district; that the defendant executed, and caused all the said tire manufacturers and jobbers to whom it sold its said products to execute with it, uniform contracts concerning resales of such products: that every manufacturer and jobber was informed by the defendant and well knew when executing such contracts that identical contracts were being executed and adhered to by the other manufacturers and jobbers; that these contracts thus executed purported to contain a grant of a license from the defendant to resell its said products at prices fixed by it to (a) jobbers and vehicle manufacturers similarly licensed. (b) retail dealers, and (c) the consuming public; that all these contracts provided that the products thus sold to tire manufacturers and jobbers provided that they should not resell such products at prices other than those fixed by the defendant. Copies of these contracts are identified by exhibit numbers and attached to the indictment. It is further charged

that the defendant furnished to the tire manufacturers and jobbers who entered into such contracts lists of uniform prices, such as are shown in said exhibits, which the defendant fixed for the resale of its said products to (a) jobbers and vehicle manufacturers, (b) retail dealers, and (c) the consuming public, respectively; and that the defendant uniformly refused to sell and ship its products to tire manufacturers and jobbers who did not enter into such contracts and adhere to the uniform resale prices fixed and listed by the defendant

defendant's products at uniform prices fixed by the defendant and uniformly refused to resell such products at lower prices, whereby competition was suppressed and the prices of such products to retail dealers and the consuming public were maintained and enhanced.

Such, as I understand them, are all of the substantive allegations of the indictment. The remaining paragraphs state merely the pleader's conclusions of law from these facts and do not aid any defective or insufficient allegations of fact.

Thus it will be observed that the contract, combination, or conspiracy charged comes merely to this: That the defendant has agreed, combined, or conspired with tire manufacturers and with jobbers by the selling or agreeing to sell valves, valve parts, pneumatic pressure gauges, and various accessories, with the further understanding or agreement that in making resales thereof they will sell only at certain fixed prices. It will be further observed that the retailers, to whom the jobbers in ordinary course of trade would naturally sell rather than to the consuming public, and who in turn sell and dis-

tribute these articles to and among the ultimate consumers, are not included within the alleged combination or conspiracy. True, if a tire manufacturer or licensed jobber makes a sale to a consumer it is charged he has agreed to sell only at the listed prices; but so far as retailers themselves are concerned they may sell or give away the articles thus bought without violating any agreement, understanding, or condition of the alleged combination or conspiracy in restraint

of trade.

33 The defendant urged upon me at the former hearing and # this hearing that defendant had a right to fix and control the prices at which its product might be resold not only by tire manufacturers and licensed jobbers but also by retailers, for the reason that the exhibits annexed to the indictment are license agreements only, reserving title to the defendant, and exacting a royalty to be paid only when the final sale to the retailer or consumer had been made. In my opinion this question does not properly arise under the allegations of this indictment, for the reason that the provision of these exhibits can not be substituted for or add to the substantive allegations of the indictment. Be that, however, as it may, I am clearly of the opinion that the fact that articles of commerce said to be the subject matter of an illegal combination in restraint d trade are covered by letters patent of the United States does me require any conclusion different from what would be required if the This conclusion is deduced from were not covered by patents. careful study made on the former hearing of this demurrer of the many decisions of the Supreme Court of the United States cited by counsel, chiefly the following: Bement v. Harrow Company, 18 U. S., 70; Bobbs-Merrill Company v. Straus, 210 U. S., 339; h Miles Medical Company v. Park, 220 U. S., 373; Henry V. Did Company, 224 U. S., 1; Bauer v. O'Donnell, 229 U. S., 1; Straust Victor Talking Machine Company, 243 U. S., 490; Motion Picture Company v. Universal Film Company, 243 U. S., 502; Boston Store American Graphophone Company, 246 U.S., 8. The net result & I understand it, of the holding of these several cases is that the doctrine of the Button-Fastner case (77 Fed., 288) is overruled, and that articles of commerce, notwithstanding they are covered by valid patents, become when manufactured, sold, and placed in the ordinary channels of trade, subject to the same limitations and stand

on the same footing as ordinary unpatented articles of commerce, and whatever would be an illegal combination in straint of trade having for its subject matter unpatented articles

will be an illegal combination if the articles are patented.

The so-called license agreements, exhibited with the indictment, are in my opinion, both in substance and effect, only selling agreements. The title to the valves, valve parts, pneumatic pressure gauges, and other automobile accessories passed to the so-called licensees and licensed jobbers. The privilege reserved in three of them to substitute at the so-called licensor's discretion new stock for

stock in possession of tire manufacturers and licensed jobbers, and the provision in all of them that upon termination for default or violation the licensor may reclaim all undisposed of stock, paying therefor the invoice price, does not change the transaction into a conditional sales agreement or reduce the title of the tire manufacturers or licensed jobbers to a mere license to use in the meantime a patented article. The privileges thus reserved are more in the nature of a right to repurchase than in the nature of a license to use or a conditional sale. The fact that a certain relatively small part of the price is to be paid only when the tire manufacturer has used these parts in making tires or when they have been sold to some other licensed jobber or to dealers and consumers, and that this deferred payment is denominated a royalty, does not modify or control the legal force and effect of the transaction. This is merely a deferred payment of part of the sale price, and to this extent credit is extended to the tire manufacturer and the licensed jobber. All the rights, risks, burdens, and privileges of ownership are with and are borne by the so-called licensees. The use of the word "royalty" cannot be regarded otherwise than a subterfuge, intended only to

give color to defendant's theory that articles of commerce covered by a patent, although sold and distributed through channels of trade in the customary way, may still be kept under the patent monopoly if the patentee has not as yet received the purchase price full. This theory, in my opinion, is not tenable, and that the authorities above cited are conclusive to the contrary.

For both reasons, namely, that the provisions of these exhibits cannot add to the substantive allegations of the indictment, and, even if considered, do not call for any different conclusion, the proposition advanced and relied upon by defendant is, in my opinion, not sound.

This brings us to the proposition relied on by the Government and strenuously controverted by defendant. Do or do not the substantive allegations of the indictment as above summarized state a contract, combination in the form of trustee or otherwise, or conspiracy in restraint of trade or commerce among the several States? And the answer to this question depends on whether or not section 1 of the Sherman antitrust law is to be so construed as to bring within its provision a method of doing business such as is disclosed by the indictment. The Government asserts that agreements between a manufacturer and jobbers for the sale to them of the manufacturer's own product on condition or with the understanding on their part that they will resell that product only at certain prices fixed or listed by the manufacturers is per se a contract or combination or conspiracy in restraint of trade in violation of the provisions of the Sherman antitrust Act. It is further asserted that this is true, regardless of whether or not the prices thus fixed are reasonable, whether or not the arrangement is one made only to prevent ruinous competition tending to paralyze production, and

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whether or not, except as is implied by the agreements themselves. any monopolization or unreasonable restraint of interstate 36 trade is thereby produced; in other words, a case is stated and is proved merely by proving an agreement between the manufacturer and jobbers who resell and distribute his product whereby the latter agreed to sell at prices fixed by the former. And it is asserted that section 1 of the Sherman antitrust law, properly construed forbids any such arrangement. Manifestly if this construction is given said section the crime is committed if the manyfacturer makes these agreements with two or more of his jobbers: and if, upon the trial, proof is produced that the defendant has made such contracts with two or more, and with stronger reason when proof is produced that he has made such contracts with all or substantially all of his jobbers, then the court must charge the jury as a proposition of law that the defendant is guilty and refuse to permit the introduction of testimony to show that monopoly has not resulted, that trade has not been restrained, or that the tire manufacturers and jobbers sell little or no part of the product to the consumers.

The cases cited in argument fall within several classes. One class consists of those which deal with agreements by the manufacturer for the resale of his own product. Of this class there are, so far as I know, only two Supreme Court cases, and those are Dr. Miles Medical Company v. Park, 220 U. S., 373, and U. S. v. Colgate Company, decided June 2, 1919. The holdings of these cases and a comparison of what seems to me to be the conflicting reasoning of them as wells the diverse result, will not be made until after I have said what intended to say about the cases of the other classes.

Another class of cases are those in which the manufacturer he undertaken to annex to the sale of a patented article a term or condition that it should be resold by any subsequent purchaser only at a

fixed price. Of this class are the following: Bauer v. O'Don-37 nell, 229 U. S., 1; Straus v. Victor Talking Machine Company, 243 U. S., 490; Motion Picture Company v. Universal Film Company, 243 U. S., 502; and Boston Stere v. American Graphophone Company, 246 U. S., 8. The holding of these cases, as I understand them, is as stated by Mr. Chief Justice White in Boston Store v. American Graphophone Company, in substance as follows: Under the general law the owner of movables can not sell the movables and lawfully by contract fix a price at which the product should afterwards be sold, because to do so would be at one and the same time to sell and retain, to part with and yet to hold, to project the will of the seller so as to cause it to control the movable parted with when it was not subject to his will because owned by another, and thus to make the will of the seller unwarrantedly take the place of the law of the land as to such movables. The case of Henry v. Dick exempted from the operation of this rule patented articles. It was held that the United States patent laws conferred upon the patentee a right to impose conditions

of this nature as had been previously held in the Button Fastener case. This led to the long series of cases above cited in which the proposition was ultimately established that no difference in this respect exists between patented and unpatented articles, and that the maker after he has received the full value of his articles, including the value given thereto by his patent, stands upon no different footing than the maker and seller of any other article of personal property. In this series of cases the Dr. Miles Company case is repeatedly referred to, and it is said that the effort of a manufacturer to impose this limitation was within the prohibition against restraint of trade and monopoly contained in the Sherman Anti-Trust Law. It is a little difficult, locally, to perceive why an invalid stipulation in a contract could become a contract in restraint of trade, although one can readily see why

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a combination or conspiracy using invalid agreements might result in such a violation. This is noted in passing because of the insistence of counsel for the Government that a combination or conspiracy, such as was clearly disclosed in the Colgate case, might not be in violation of the Sherman Anti-Trust Law, whereas, if that combination and conspiracy had been put in writing in the form of an agreement it would be a violation, notwithstanding such provisions in the agreement were themselves void. Furthermore, the reference to the Dr. Miles Medical Company case and all others bearing on this question were merely incidental; no reexamination of the principles upon which the Dr. Miles Medical Company case is based was made, and no substantial support is given by them to the Dr. Miles Medical Company case.

Another class of cases are those in which two or more persons engaged in making or selling competitive articles of commerce make contracts or enter into combinations or conspiracies for the purpose of controlling or fixing the price at which their competitive articles shall be sold. Of this class are Addyston Pipe & Steel Company v. United States, 175 U. S., 211; Eastern States Retail Lumber Dealers' Association v. United States, 234 U. S., 600; and Thomsen v. Cayser, 243 U. S., 66. The books are full of cases of this class, but these are named because they were cited in argument by counsel for the Government. This is the typical and classical case of illegal combination in restraint of trade. Such combinations have from time immemorial, independently of the Sherman Anti-Trust Law or any State trust law, been held to be illegal. They were illegal at common law, and I fancy that the authors of the Sherman Anti-Trust Law had such combinations in mind primarily when they framed it. In this class of cases competition is suppressed, and

the theory of the law from time immemorial is and always has been that such combinations were so inherently dangerous in their tendency that no proof was required to show that monopoly resulted or trade was restrained, and no proof could be received to show the contrary. Such was and has been the prevailing economic belief which has found its reflection in this long

line of cases. Thus, in the Addyston Pipe & Steel Company case at the pipe manufacturers entering into that combination produced by all the manufacturers in the United States, yet the illegal combination; and the such I believe to be the uniform holding in all cases where two or more persons engaged in producing independently competitive articles of commerce make an agreement, combination, or conspiracy whereby the prices of their competing products are fixed or regulated. Manifestly, in this situation a different problem was presented from that presented when one manufacturer makes agreements having to do only with the sale and distribution of his own product through the channels of trade.

Another class of cases are those in which one producer or manufacturer has monopolized trade or commerce in a certain line of product. Of this class are U. S. v. American Tobacco Company, 2 U. S., 106, and Standard Oil Company v. U. S., 221 U. S., 1. The books are also full of cases of this class, particularly within recent years. Obviously the doctrine of the Addyston Pipe & Steel Company case and a recognition of the rule of law upon which it rest combined to produce the one large corporation having for its object the bringing within its own control either all or such a part of the line of trade or industry as would enable it to dominate the industry observe and follow. As a means to this end and pin

cutting became perhaps the most effective weapon of the large corporation. These cases are controlled by the second sectar 40 of the Sherman Anti-Trust Law. This section makes it a crim for any persons to monopolize trade or commerce whether or noth monopolization is the result of his own individual activities or the result of a combination or conspiracy with another person or other persons. And such, I understand, is the basis for the decision in the Standard Oil Company and American Tobacco Company cases. was in these cases that the so-called doctrine of the "rule of reason" was originated and applied. In their essential nature they are mon akin to the Dr. Miles Medical Company case, Colgate Company case, and the case now before the court than are either of the other classes already cited and briefly reviewed. In determining these cases wide range of inquiry and testimony is required. The history of the organization of the particular corporation has been inquired into the effect upon trade and commerce generally, as a result of the bringing within one control of previously competing industries and upon trade and commerce in that line of product throughout the United States all became relevant and important. Whether or not in

monopolization in trade and commerce as resulted depends at upon the form of corporate organization nor upon the acquisition of previously existing competing industries but upon the resulting effect thereby produced upon trade and commerce in the particular in

tricles of commerce. The crime may be committed even though here is no contract, combination, or conspiracy with any other person; but, obviously, for the reason that the facts alleged do not pulled any which charge monopolization of trade or commerce, the sherman Law can not be so construed as to make defendant's contact a crime under section 2 of the act.

Let us now return to the cases of the class to which the present indictment belongs, namely, Dr. Miles Medical Company v. Park, supra, and U. S. v. Colgate Company, supra. Defendant urges that there is a manifest inconsistency between the reaming, if not between the holdings, of these two cases; that if the asic principles announced in the latter case are to be taken in the rdinary sense imported by the language the present case falls ithin the Colgate case, and that, properly construed, neither section 1 nor 2 of the Sherman Anti-Trust Law makes the defendant's

onduct a crime.

The Dr. Miles Medical Company case standing alone would seem require that this demurrer be overruled and a holding that the herman Anti-Trust Law is violated and a crime committed, merely pon a showing of the making by defendant and two or more jobbers the agreements set up in the indictment, certainly if the jobbers recompetitors in the same territory. That case has been freuntly cited as establishing this proposition. The question arose on a demurrer to a bill brought by the Dr. Miles Medical Commy to enjoin a violation of alleged contracts with its jobbers and tail dealers, all of whom, it was alleged, had entered into agree-ents not to resell except at prices fixed by the vendor. The deurrer might well have been sustained on the ground stated under heading "Second," page 404, namely, that the manufacturer ho sells an article and receives its value can not impose restricby sells an article and receives its value can be sells an article and receives its value can be sells an article and receives its value can be sells an article and receives its value can be sells an article and receives its value can be sells an article and receives its value can be sells and such it is explicitly stated that these agreements are day are therefore invalid reements to fix prices and restrain trade, and are therefore invalided the by common law and under the Sherman Anti-Trust Law. It ould be observed, though, that the agreements in question allege at the maker, the jobbers, and all retail dealers handling, selling, and dealing in the maker's product had entered selling, and dealing in the maker's product had entered ito; into these agreements, and had done so for the purpose of fixthe ing and establishing certain prices. In the present case the and tailers are not included. Inclusion of them in the Dr. Miles Medithe Company case is much stressed in the opinion. Thus at page 399 not is said: "It is, as we have seen, a system of interlocking restricnot n of ns by which the complainant seeks to control not merely the prices which its agents may sell its products but the prices for all ting es by all dealers at wholesale or retail, whether purchasers or bpurchasers, and thus to fix the amount which the consumer shall pay, eliminating all competition." Further, on page 400: "Next, all competition between retailers is destroyed, for each such retailer can obtain his supply only by signing one of the uniform contracts prepared for retailers, whereby he covenants not to sell to anyone who proposes to sell again unless the buyer is authorized in writing by the complainant, and not to sell at less than a standard price named in the agreement. Thus all room for competition between retailers, who supply the public, is made impossible. If the contracts leave any room at any point of the line for the usual play of competition between the dealers in the product marketed by complainant, it is not discoverable." Let me repeat, the retailer are not in the present case included. They may compete freely with one another and may even give away the articles purchased by them. No restriction is imposed which prevents them from selling to the consumer at any price, even though it be at a ruinous sacrifice and less than the price made by to them by the jobber.

Personally, and within all due respect, permit me to say that can see no real difference upon the facts between the Dr. Mis Medical Company case and the Colgate Company case. The only difference is that in the former the arrangement for marketing in the letter the medical content of the product was put in profiting where in the letter the medical content.

product was put in writing, whereas in the latter the wholes are and retail dealers observed the prices fixed by the vendor. This is a distinction without a difference. The tacit acquisince of the wholesalers and retailers in the prices thus fixed is the state of the wholesalers.

sence of the wholesalers and retailers in the prices thus fixed is the equivalent for all practical purposes of an express agreement, at as has already been observed, the mere fact that there were some retailers who did not uniformly acquiesce in and observe the price thus fixed does not amount to a distinguishing consideration, but combination or conspiracy in restraint of trade results, if # 1 whenever two or more of the wholesalers or retailers thus agreed by an express or implied contract to observe certain prices in a conpetitive territory. Counsel for the Government urged that the two cases are to be distinguished because in the former contracts had been entered into between the maker and the jobbers and retailers whereas in the latter no such contracts had been entered into, but the maker merely fixed the wholesale and retail prices and procured an express or tacit agreement to observe them by certain methods less formal, but none the less essentially the same. These methods as summarized in the opinion of the Colgate case, were: "Distribution among dealers of letters, telegrams, circulars, and lists shown uniform prices to be charged; urging them to adhere to such price and notices, stating that no sales would be made to those who do not; requests, often complied with, for information concerning des covery of those not adhering thereto and placing their names up act "suspended lists"; requests to offending dealers for assurances as ill promises of future adherence to prices, which were often gives In uniform refusals to sell to any who failed to give the same; sales ill those who did; similar assurances and promises required of, as in

ven by, other dealers, followed by sales to them; unrestricted sales dealers with established accounts who had observed specified prices, etc." It seems to me that the method here described. namely, putting a wholesaler or retailer out of business who refuses to observe and keep the list of prices made by the refuses to observe and keep the list of prices made by the moor, is of equal force with an express promise voluntarily made to condition upon which he obtains his supplies. Section 1 of the herman Anti-Trust Act is not limited to contracts in restraint of his herman Anti-Trust Act is not limited to contracts in restraint of his herman Anti-Trust Act is not limited to conspiracy having for its best a restraint of interstate trade or commerce. Any subterfuge, wice, indirect acts which brings about cooperation to accomplish predetermined purpose will amount to a conspiracy. In the Colate case the predetermied purpose of the maker, known to all the holesalers and retailers, was to market a product at certain fixed rices. Every wholesale or retail dealer who acquiesced therein or ted in furtherance of the accomplishment of that purpose made imself a member of a conspiracy. It matters little, it seems to me, bether the maker exacted a written agreement to resell at certain and prices before selling to a wholesale or retail dealer, or only its list to such wholesale and retail dealers who do in fact, with knowledge of the intent and purpose of the maker, buy and continue to a wand sell at such fixed prices. Granting the fundamental proposition stated in the Colgate case, that the manufacturer has an anounted right to specify resale prices and refuse to deal with any newho fails to maintain the same, or, as further stated, the act does of restrict the long-recognized right of a trader or manufacturer maged in an entirely private business freely to exercise his own adependent discretion as to parties with whom he will deal, and hat he, of course, may announce in advance the circumstances under thich he will refuse to sell, it seems to me that it is a distinction without a difference to say that he may do so by the subterfuges and evices set forth in the opinion and not violate the Sherman Anti-Trust Act; yet if he had done the same thing in the form of a written agreement, adequate only to effect unte the same purpose. ador, is of equal force with an express promise voluntarily made

Trust Act; yet if he had done the same thing in the form of a written agreement, adequate only to effectuate the same purpose, he would be guilty of a violation of the law. Mani-

pose, he would be guilty of a violation of the law. Manimistry, therefore, the decision in the Dr. Miles Medical case must set upon some other ground than the mere fact that there were set upon some other ground than the mere fact that there were greenests between the manufacturer and the wholesalers. That further ground, it seems to me, is pointed out in the Colgate in use and in the quotations heretofore made from the Dr. Miles Medical Company case. There must be a purpose to create and maintain monopoly, and the acts charged in the indictment must be sufficient to show that there was effective means adopted to create and maintain a monopoly, otherwise the right of the trader or manufacturer to specify resale prices and refuse to deal with anyone who are all to maintain the same is of necessity destroyed.

In the Dr. Miles Medical Company case the allegations of the set ill were interpreted as disclosing a purpose to create or maintain

st ill were interpreted as disclosing a purpose to create or maintain monopoly and as describing conduct and acts adequate so to do.

The particular allegations emphasized as adequate so to do were contracts and the system of business imposed upon the retails regulating and controlling their relations to the ultimate consum. This conclusion received some support from section 2 of the Clay. Act, adopted October 15, 1914. It is there made unlawful for a person engaged in interstate commerce or in the course of a commerce either directly or indirectly to discriminate in price tween different purchasers of commodities. A proviso follows a nothing in that section contained shall prevent such persons a selecting their own customers in bona fide transactions and at restraint of trade. The indictment here charges the selection of a manufacturers and jobbers as the customers of the defendant a pany. If it has a right to select such customers in bona fide transactions and is forbidden from either directly or indirectly discrimations and is forbidden from either directly or indirectly discrimations.

ing in price between them, what harm results if it puts
46 agreements in writing? The point, however, which I is
to emphasize is that the allegations of this indictment,
alleging any purpose, or facts from which such a purpose on
inferred, to monopolize interstate trade, within the prohibition
meaning of section 2 of the Sherman Anti-Trust Act and the
clause of section 2 of the Clayton Act, does not charge a crime us
section 1 of the Sherman Anti-Trust Act as that act should be
strued.

What the indictment charges I have already stated at the begin of my remarks. I interpret it as charging that defendant has contracts with all tire manufacturers and jobbers to whom it its product, to execute uniform contracts, and that these common contain provisions requiring that they shall not sell to jobbers vehicle manufacturers, retail dealers, and the consuming precept at certain prices fixed by the defendant. The Sherman is Trust Law, as I construe it, in the absence of other and additional legations charging an intent and purpose to monopolize trade on the make the acts thus charged a crime, and this conclusion is same despite the fact that defendant contends this product is come by patents which permit it to control the resale prices in the mass set forth in the agreements exhibited with the indictment.

I am content to dispose of the demurrer in this way. If I wrong, the important question involved can be reviewed promby the Government by means of error proceedings direct to Supreme Court. The question is of such importance that it probing will not be settled satisfactorily to the profession except by a cision of that tribunal. If I should adopt the contrary view, opportunity to have the question thus reviewed will be denied to

parties.

An order may be entered vacating my order of last to overruling the demurrer, and sustaining the demurrer, we indictment, and exception may be noted.

File in case.

(Petition for writ of error filed Sept. 22, 1919.)

the District Court of the United States for the Northern District of Ohio—Eastern Division.

UNITED STATES OF AMERICA VS.

A. SCHRADER'S SON, INC.

No. 4037. Criminal.

Petition for writ of error.

Honorable D. C. WESTENHAVER,

One of the judges of said court:

tow, comes the plaintiff, The United States of America, by E. S. rtz, United States attorney, and says that on the 15th day of tember, 1919, at its April term, 1919, this court entered judgment two of the defendant, against the plaintiff, in which judgment proceedings, had prior thereto in said case, certain errors were mitted to the prejudice of this plaintiff, all of which more in all will appear from an assignment of errors, which is filed with petition.

Therefore this plaintiff prays that a writ of error may issue in its all to the Supreme Court of the United States for the correction errors so complained of, and that a transcript of the record and ceedings and papers in this case, duly authenticated, may be sent he said Supreme Court of the United States.

THE UNITED STATES OF AMERICA,

Plaintiff,

By E. S. Wertz, United States Attorney, Attorney for Plaintiff.

his writ is hereby allowed.

D. C. Westenhaver, Judge.

acknowledge service of the within petition and writ of error this ay of September, 1919, and hereby enter appearance for the delant herein in these proceedings.

HOYT, DUSTIN, McKEEHAN & ANDREWS, Attorneys for Defendant.

V. MYERS,

170 Broadway, New York City.

H. McKEEHAN,

Guardian Building, Cleveland, O.

Of Counsel.

49 (Assignment of errors filed Sept. 22, 1919.)

In the District Court of the United States for the Northern District Of Ohio—Eastern Division.

THE UNITED STATES OF AMERICA, PLAINTIFF, vs.
A. Schrader's Son., Inc., defendant.

Assignment of errors.

The plaintiff, The United States of America, filed with its petit for a writ of error the following assignment of errors, upon the it will rely in its prosecution of error in the above-entitled case.

And the said plaintiff, The United States of America, who will plaintiff in error in the Supreme Court of the United States, a that in the record and proceedings in the above-entitled matter is manifest therein error, to wit:

First. For error of law in sustaining the defendant's demument the indictment.

Second. For other errors of law apparent upon the face of record.

Third. The trial court erred in sustaining the demurrer to indictment, such decision and judgment being based on the constition of the act of Congress of July 2, 1890, entitled "An act to protrade and commerce against unlawful restraints and monopolis."

THE UNITED STATES OF AMERICA,

Plainid,

A

By E. S. Wertz, United States Attorney, Attorney for Plaid.

50 Order allowing writ of error.

April term, A. D. 1919, to wit: September 22, 1919.

Present: Honorable D. C. Westenhaven, U. S. district judge.

THE UNITED STATES OF AMERICA, vs.
A. Schrader's Son, Inc.

This 22nd day of September, 1919, came the plaintiff, The United States of America, by its attorney, E. S. Wertz, United States torney, and filed herein and presented to the court its petition pring for the allowance of a writ of error and assignment of entended to be urged by it; praying also that a transcript of record, proceeding, and papers upon which judgment herein rendered, duly authenticated, may be sent to the United States'

me Court, and that such other and various proceedings may be had may be proper in the premises.

On consideration the court does allow the writ of error.

United States District Court, Northern District of Ohio— Eastern Division.

Writ of error.

INTED STATES OF AMERICA, 88:

The President of the United States.

othe honorable the judge of the District Court of the United States

for the Northern District of Ohio, greeting:

Because in the record and proceedings, as also in the rendition of ejudgment of a plea which is in the said District Court, before you, some of you, between The United States of America as plaintiff d A. Schrader's Son, Inc., as defendant, said case being No. 4037 the docket of the United States District Court for the Northern strict of Ohio, Eastern Division, a manifest error hath happened, the great damage of the said The United States of America as by complaint appears. We being willing that error, if any hath been, hold be duly corrected, and full and speedy justice done to the uties aforesaid in this behalf, do command you, if the judgment be erein given, that then under your seal, distinctly and openly, you and the record and proceedings aforesaid, with all things concerning e same, to The Supreme Court of The United States of America, gether with this writ, so that you have the same at Washington, in District of Columbia, on the 22nd day of October next, in the said spreme Court of the United States, to be then and there held, that e record and proceedings aforesaid being inspected, the said Sureme Court of the United States may cause further to be done erein to correct that error, what of right, and according to the laws d customs of the United States should be done.

Witness the Honorable Edward D. White, Chief Justice of the nited States, the 22nd day of September, in the year of our Lord thousand nine hundred and nineteen, and of the independence of the United States of America the one hundred and forty-fourth.

B. C. MILLER,

Clerk of the District Court of the United States for the Northern District of Ohio.

> By Anna H. Elliott, Deputy Clerk.

Allowed by-

D. C. Westenhaver, Judge of the District Court.

*Not exceeding 30 days from the day of signing the citation.

Return on writ of error.

UNITED STATES OF AMERICA.

Northern District of Ohio, 88:

In pursuance to the command of the within writ of error I, B, C Miller, clerk of the United States District Court within and for si district, do herewith transmit under the seal of said court, a full true, and complete copy of the record and proceedings of said cour in the cause and matter in said writ of error stated, together with things concerning the same, in accordance with the precipe filed, the Supreme Court of United States.

There is annexed hereto and made part of this return the write

error and citation to said defendant in error.

Witness my official signature and the seal of said court at Clen land, in said district, this 1st day of October, A. D. 1919, and in a 144th year of the independence of the United States of America.

[SEAL.] B. C. MILLER,

By Anna H. Elliott, Deputy Clerk

Filed Oct. 1, 1919, at —— o'clock ——. B. C. Miller, Clerk, U.S. District Court, N. D. O.

53 United States District Court, Northern District of Oliv-Eastern Division.

No. 4037. Criminal.

UNITED STATES OF AMERICA, 88:

To A. Schrader's Son, Inc., greeting:

You are hereby cited and admonished to be and appear at a session of the Supreme Court of the United States, to be holden at their of Washington, in the District of Columbia, on the 22nd day of 0 tober next, pursuant to a writ of error filed in the clerk's office of the District Court of the United States for the Northern District of 0 wherein The United States of America is plaintiff in error and ware defendant in error to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said ptition for writ of error mentioned, should not be corrected, and we speedy justice should not be done to the parties in that behalf.

Witness the honorable Edward D. White, Chief Justice of the United States, this 22nd day of September in the year of our Lorone thousand nine hundred and nineteen and of the independence the United States of America the one hundred and forty-fourth.

[SEAL.]

D. C. WESTENHAVER, Judge of the District Court. tl

^{*} Not exceeding 30 days from day of signing.

Service of the above citation is hereby acknowledged and appearance of defendant in error is hereby entered.

EUGENE V. MYERS, FRANK M. AVERY, CARL E. WHITNEY, and H. H. MCKEEHAN, Attys. for Dft. in Error.

SEPT. 30, 1919.

54 (Precipe for transcript filed Sept. 24th, 1919.)

In the District Court of the United States for the Northern District of Ohio—Eastern Division.

United States of America vs.
A. Schrader's Son, Inc.

No. 4037. Criminal.

Praecipe for transcript.

To the Clerk:

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Please prepare transcript of record for the United States Supreme Court in the above-entitled cause and include therein the following mapers and orders:

Indictment, demurrer, order of trial judge in sustaining demurrer, opinion of court in sustaining demurrer, petition for writ of error, assignment of errors, order allowing writ of error, writ of error and citation.

E. S. Wertz, United States Attorney, Attorney for Plaintiff.

Certificate of clerk.

NORTHERN DISTRICT OF OHIO, 88:

I, B. C. Miller, clerk of the District Court of the United States for said district, do hereby certify that the annexed and foregoing pages contain a full, true, and complete copy of the final record, including the petition for writ of error, assignments of error, and all proceedings in said cause in accordance with the precipe for transcript filed by plaintiff in error, the originals of all of which are now in my custody as clerk of said court. There is also annexed to and transmitted with such transcript of record, the writ of error and the citation issued and allowed in this case.

In testimony whereof I have hereunto signed my name and affixed the seal of said court at Cleveland in said district this 1st day of October, A. D. 1919, and in the 144th year of the independence of the United States of America.

[SEAL.]

B. C. Miller, Clerk.
By Anna D. Elljott,
Deputy Clerk.

(Indorsed:) Office of the clerk Supreme Court U. S. Received Oct. 3, 1919.

(Indorsed on cover:) File No. 27322. N. Ohio, D. C. U. S. Term No. 567. The United States of America, plaintiff in error, vs. A. Schrader's Son, Inc. Filed October 10th, 1919. File No. 27322.

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